Cases Reported this Week.

In the Solicitors' Journal.

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The Solicitors' Journal and Reporter.

LONDON, FEBRUARY 28, 1891.

CURRENT TOPICS.

THE FOLLOWING are the names and dates of call to the bar of the new Queen's Counsel:—Mr. JOSEPH FRANCIS LEESE, of the Northern Circuit, 1868; Mr. HENRY WILLIAM WORSLEY-TAYLOR, of the Northern Circuit, 1871; and Mr. ROBERT ALFRED MCCALL, of the Northern Circuit, 1871.

WE REFER with much reluctance to the discussion which has occurred in the newspapers, and to the questions which have been asked in Parliament, relative to a distinguished judge. We do so merely to remark that it does not seem to have occurred to the writers or to the member who propounded the questions that no more effectual way of preventing the result desired could be devised than that which has been adopted, and that surely some little sympathy and consideration are due to the eminent services formerly rendered by the learned judge referred to. We earnestly hope that discussion in the public press may be allowed to cease.

THE WITNESS ACTIONS in the Chancery Division are not being disposed of so rapidly as might have been hoped. Already two of the judges of the Chancery Division have intimated that they will cease to take any more of this class of business during the present sittings. Mr. Justice ROMER, who began the sittings with a list of 58 witness actions, and has since had 100 transferred to him, has not disposed of an average of one per day, having in 39 days only completed the hearing of 30 cases. The 357 cases before the other judges of the Chancery Division, who cannot devote half their time to these cases, are not reduced in any greater proportion than those before Mr. Justice ROMER. We are tired of urging the immediate necessity for the appointment of an additional judge of the Chancery Division; perhaps now that the *Times* has taken up the question some progress may be made.

THE GENERAL EFFECT of the new rules as to petitions for winding-up companies (*ante*, p. 282) is to enable the registrar to draw up the order the day after it is pronounced. Before the day appointed for the hearing of the petition, the registrar is to be furnished with the newspapers in which the petition has been advertised and with the affidavit verifying the petition. In addition to this, the names and addresses of all persons who intend to appear at the hearing are to be furnished, and a statement whether they intend to support or oppose the application. A further important provision requires the fee stamp of one pound payable on the order to be affixed to the petition, in

addition to the fee stamp of the same amount payable on the petition. These requirements being complied with, the registrar will have before him all the materials necessary for completing the order on the day after it is pronounced, on which day the papers are to be carried in, and there will be no delay caused by making appointments to settle or pass the order, or by waiting for the briefs of parties who have appeared, or for the stamp to be affixed to the order, which, as before indicated, will be without stamp. This new departure in attempting to expedite the drawing up of orders is an outcome of the requirements of the Board of Trade, and it may be anticipated that some little time will elapse before these rules work smoothly. They do not come into operation until Monday, the 16th of March, but it does not appear whether they are to apply to petitions for hearing on Saturday, the 21st of March, advertised before the 16th of March.

As SOLICITORS in the City of London remember but too well, an Order in Council was made in 1883, at the request of the Common Council, transferring the London sittings to the Royal Courts. Although some opposition was raised to the change, the weight of opinion among City solicitors was, we believe, in favour of it; we recall in particular a letter by Mr. JOHN HOLLAMS advocating the proposal. And if the arrangements for the trial of City of London actions at the Royal Courts had been satisfactory, there can be little doubt that the change would have been found advantageous. But, to put the matter frankly, there never was a more scandalous piece of mismanagement than occurred with regard to these actions. The main grievances in connection with the Guildhall Sittings were, first, that the sittings were too short; six courts sitting together for about six weeks in the year seldom sufficed for the proper trial of all the cases in the list. And, secondly, inconvenience arose from six courts sitting at the same time; the same counsel and solicitors were engaged in cases tried in different courts at the same time. But when the sittings were removed to the Royal Courts one grievance was increased and the other remained unabated. In place of one court sitting continuously for the trial of these actions, about a week only at the end of each sittings was, before 1886, devoted to them, and several courts sat at the same time for their trial. In Michaelmas, 1885, there were seventy-two causes in the list, and out of these about a dozen special and a few common jury cases only were disposed of. Subsequently attempts at reform were made, but either they were too late or failed for other reasons. The City of London litigation has been practically strangled by the delay in trial resulting from the arrangements we have described. We fear that the action now taken by the Lord Chancellor, in asking for accommodation at the Guildhall for the hearing of special jury cases by one or more judges during the first three or four weeks of each sittings, comes too late. Still it is matter for satisfaction that the question has been taken up by the Lord Chancellor; we trust he will see that if there are any actions to be tried proper facilities for trial shall be afforded.

THE SELECT COMMITTEE to which the Trust Funds Investment Bill, which afterwards became a statute under the title of the Trust Investment Act, 1889, was referred deliberately decided not to insert colonial inscribed stocks among the securities authorized by the Act as investments by trustees. Under section 3 (*a*) of the Act, which authorized trust funds to be invested "in any of the stocks, funds, or securities for the time being authorized for the investment of cash under the control or subject to the order of the court," it is possible for the court by general order to authorize trustees to invest in colonial stocks. A general order authorizing such investments was made in August, 1888, but on its being represented to the Rule Committee that Parliament had expressly declined to authorize trustees to invest in colonial securities, the order was rescinded in the November following. Having regard to the fact that Parliament has twice declined to allow trustees, in the absence of an express power, to invest in colonial stocks, it is not very probable that any general order enabling them to do so will be made. Under these circumstances it appeared to the Chancellor of the Exchequer that there were two main points which needed special examination before the question of allowing trustees to invest in colonial stocks could be entertained—viz.: "(1) Some provision which would enable holders to sue the colonial governments in this country, and (2) the maintenance of some standard of credit of the colonial governments as a condition of the admission and inclusion of particular colonial stocks in the trust fund category." A strong committee, consisting of representatives of the agents-general of the colonies, the Bank of England, and the principal departments of Government, was appointed in November, 1889, by the Treasury for the purpose of considering those questions and as to the manner of suing colonial governments for unclaimed dividends. The report of the committee, made on the 19th of March, 1890, but only just issued, is divided into two parts, the first of which is devoted to the discussion of the questions suggested by the Chancellor of the Exchequer, and the second as to the manner of suing for unclaimed dividends; and the report also contains in an appendix two draft Bills dealing with these subjects. In the first part of the report the committee point out that certain provisions enabling the holders of colonial stock to sue colonial governments in this country have already been made by the Colonial Stock Act, 1877 (40 & 41 Vict. c. 59), but that the Act has not been adopted by all colonial governments having stocks kept in registers in this country, particularly by Canada and the Cape of Good Hope. The first of the draft Bills in the appendix contains clauses strengthening the security given to investors in this country by the Act of 1877 and certain special provisions as to Canada and the Cape of Good Hope, and providing that the Trust Investment Act, 1889, shall apply to colonial stock to which the Bill applies "in like manner as if the stock were specified in section 3 of the Act" of 1889.

IN THE DISCUSSION of the question as to the price at which trustees ought to be allowed to purchase colonial stock, the report contains a valuable criticism on the Trust Investment Act, 1889, section 4 (2), which provides that a trustee may not purchase at a premium certain stocks liable to be redeemed within fifteen years at par, and may not purchase at a premium exceeding fifteen per cent. stocks liable to be redeemed at par. The report remarks that, if a trustee purchases stock at a premium of fifteen per cent., and the stock is afterwards redeemed at par, the remainderman would lose fifteen per cent. of the capital; and it suggests that "the trustee might find himself called upon to make good the deficiency, for it is quite possible that the court would throw the loss on the trustee, on the ground that, though the Act had given him the power, he could not relieve himself of the necessity for exercising his discretion whether or not to put the power in force, seeing that, by doing so, he might be subjecting the remainderman to a loss and conferring on the tenant for life a benefit, neither of which was contemplated or intended by the person creating the trust. In such case the words of the proviso, which, on the face of them, are plain enough, would be a snare to the trustee." We have already pointed out (34 SOLICITORS' JOURNAL, 4) that the Trust Investment Act, 1889, is full of traps to trustees, but we must confess that we omitted to mention the "snare" pointed out in the report. It did not fall within the duties assigned to the committee to suggest improvements in the Act of 1889, but, in our opinion, it is so full of traps that it ought to be amended without delay. We consider that its remaining in its present form on the Statute Book is a standing danger to the most prudent trustees. To return, however, to the report. It suggests that

> "When such colonial stock is liable to be redeemed at par, or some other fixed rate, nothing in the said Acts or this Act shall authorize a trustee to purchase such stock at a price exceeding its redemption value, unless either
>
> "(*a*) Such purchase would be allowed under the law as administered by the High Court independently of the Trust Investment Act, 1889; or
>
> "(*b*) Provision is made for replacing the capital which will be lost by such investment."

This proposal is not, however, adopted in the draft Bill, which contains two alternative provisions as to the price at which stocks may be purchased, the first of which, taken from the Liability of Trustees Bill, 1888, provides that inscribed colonial stock shall not be purchased by trustees where the official

quotation is less than £105 in the case of four per cent. stock, or at an equivalent if the stock bears interest at a lower rate. The second alternative submitted by the committee provides that inscribed colonial stock shall not be purchased by trustees where the lowest price, according to the official list of the London Stock Exchange, during the preceding six months, yielded a return to the purchaser, after allowing for redemption exceeding by one per cent. the return on the purchase of Consols at the lowest price during that period. The scheme provided in this alternative clause is very ingenious, but it is somewhat complicated.

THE CONFUSION which has been created by recent decisions on the Rules of the Supreme Court as to partners shews no signs of abatement. Here, for example, is a new point which has recently arisen in judges' chambers. An action is brought against BROWN & Co. and the writ is served on SMITH as a partner, and not at the place of business. SMITH avails himself of the decision in *Alden* v. *Prentis & Co.* (see 34 SOLICITORS' JOURNAL, 541), where the Divisional Court held that a person served as a partner who desired to deny the fact of partnership could enter an appearance without any description of himself as a defendant or otherwise. An appearance, therefore, is entered for SMITH without admission or denial of partnership. Plaintiff issues a summons under order 14 for judgment against the firm. SMITH is served with this summons and attends, at the same time denying all interest in the action, and producing satisfactory evidence to shew that he is not a partner in the firm. The plaintiff, being unable to deny SMITH's personal right to defend, claims to have judgment, nevertheless, against the firm. SMITH is not concerned to protect the firm, and, therefore, neither consents to nor opposes this claim. An order is therefore made giving SMITH leave to defend as regards his personal liability, and giving the plaintiff final judgment against the firm. Such is the case. Let us consider for a moment what has been actually done by the court. Assuming that SMITH is not a partner, which appears to be the fact, the court *has given final judgment against a defendant firm which has never even been served with the writ.* If this were a mere accidental slip it would not be worth mentioning. Its importance lies in the fact that under the existing rules of court and the decisions thereon the order appears to have been rightly made. The point turns upon whether the appearance of SMITH without description of himself is an appearance in the action. If it is, then the application under order 14 was regular. If it is not, the whole proceedings under order 14 were irregular. It is to be hoped that the judges will determine what is the precise effect of this new kind of appearance which the Divisional Court invented in *Alden* v. *Prentis & Co.* Such a definition is greatly needed, for a further point has arisen in the very case to which we are referring, and it is one which may arise again at any time. Final judgment was entered against the firm. What is to prevent an execution being issued against the personal goods of SMITH? He appeared, presumably, under ord. 12, r. 15. There is no other rule which gives him any right to appear at all; and ord. 42, r. 10, says that "when a judgment is against a firm execution may issue (*b*) against any person who has appeared in his own name under ord. 12, r. 15." The plaintiff's solicitor would not, of course, issue such an execution. But therein lies SMITH's only security. Is such a state of things right?

ANOTHER NEW POINT of equal importance has recently arisen at judges' chambers, which may be expected to be carried to a higher tribunal. Stated technically, the question involved is whether *Shepherd* v. *Hirsch & Co.* (38 W. R. 745, 45 Ch. D. 231) is or is not overruled by *Western National Bank of New York* v. *Perez Triana & Co.* (39 W. R. 245, 1891, 1 Q. B. 304). A plaintiff brought an action on contract against a partnership firm consisting of several partners. The majority of these partners are domiciled in England, but one of them is domiciled in a foreign country, and carries on there a part of the firm's business, or what may be more correctly described as a branch of the business. The writ is served upon the firm in England under ord. 9, r. 6. An application is made to set aside the writ and service as irregular under the authority of *Western National Bank of New York* v. *Perez Triana & Co.* The same point arose in *Shepherd* v. *Hirsch & Co.* In that case there was a partnership between an Englishman and a foreigner, the latter being resident abroad. The writ was served on the firm in England under ord. 9, r. 6, and the service was held good against the firm, including the foreign partner. This was not directly overruled by *Western National Bank of New York* v. *Perez Triana & Co.*, but in the latter case BOWEN, L.J., in delivering the judgment of the court, said:—"It is contrary to the doctrines of international law that a judgment should have any validity except against such persons as are, or as have been brought, within the jurisdiction of the court that gives it." The question therefore arises whether an English firm having a foreign partner domiciled abroad can be sued in the firm's name. If it can, then judgment can go against the firm, and execution against the firm's goods can issue as of course, and the goods seized would belong in part to the foreign partner. In the case to which we are referring the application to set aside the writ and service was refused. It remains to be seen what the court will do with it.

THE LETTER from our correspondent "V.," which we printed last week, furnishes an apt illustration of the difficulty which stands in the way of carrying the fusion of law and equity into the departmental work of our judicial system. The subject of our correspondent's letter is not, perhaps, of primary importance, but it is nevertheless important as bearing upon the daily work of the courts, and it is interesting as disclosing the fundamental difference which exists, and which appears to be ineradicable, between the chancery and common law methods of conducting official business. The chancery method may be said to be built upon the principle of keeping full and complete records of all proceedings, and the old Court of Chancery prided itself on being a court of record. The common law method was to keep as few records as possible. From these opposing elements the Central Office was formed, and on its formation the Chancery Cause Book was adopted, with extensions to meet the requirements of common law actions. So important was it considered that this book should record every commencement of proceedings in every branch of the High Court that even probate and admiralty writs commencing proceedings were, under the Rules of Court, indexed therein, although the Central Office had no concern with the conduct of such actions. Our correspondent admits the existence of the peculiarity to which we called attention (*ante*, p. 216) in the practice of the Central Office, under which summonses originating proceedings on the Queen's Bench side are called, and treated as, "isolated applications," and not originating summonses, notwithstanding ord. 71, r. 1, which says "originating summons means a summons by which proceedings are commenced without writ." They are not recorded in the cause book of the court, or indexed in any way, or even kept as of record. Our correspondent says "the rules do not prescribe it"; but in this he is surely mistaken. Ord. 61, r. 17, provides that "proper indexes or calendars to the files or bundles of all documents filed at the Central Office shall be kept, so that the same may be conveniently referred to when required." We believe we are correct in saying that this is the only authority contained in the rules for indexing any originating summons, whether issued out of the Chancery or Queen's Bench Division. Moreover, rule 19 of the same order requires that the letter and number distinguishing the cause or matter in the Central Office books shall be written plainly on *every order made*, the presumption being, apparently, that the initiatory proceeding leading up to the order would have had such a distinctive mark or number given to it. However, these are merely official matters which do not directly affect the public, though they appear to be of sufficient moment to warrant the attention of the authorities. What is of more public importance is the fact that applications under the Solicitors Act, the Married Women's Property Act, the Conveyancing Act, &c., are considered on the Queen's Bench side to be of such a trivial nature that the summonses commencing proceedings are issued with a two-day return as ordinary three-shilling summonses in an action, and that no record of any kind is kept of them. We agree with our correspondent that expedi-

tion is highly desirable, but this over-expedition followed by prompt obliteration appears to us to be indefensible.

THE DECISION in *Thynne* v. *Sarl*, which we reported last week (*ante*, p. 277), establishes uniformity of practice between the Chancery and Queen's Bench Divisions on a point of some practical importance. At first sight it appeared as if a fundamental change were being made by this decision in the principle on which chancery orders were drawn up, and to those who could appreciate fully the great ability and completeness which marks the work of the Chancery Registrars' Department such a suggestion came with the natural accompaniment of a doubt as to its expediency. But a close examination of the case shews it to be one which deals with a question of detail merely, although it is detail in a matter every detail of which is of importance. In the Queen's Bench Division every judgment for the recovery of land sets out fully a description of the land which is to be recovered. It is fully recognized that the evidence on which the judgment is founded must not in any way be obscured by the form of judgment, which, therefore, runs thus; "Therefore it is adjudged that the plaintiff recover possession of the land in the statement of claim herein (*or, in the indenture, &c., dated, &c.; or, as the case may be*) mentioned and described as (*setting out fully the description of the land*)." In the Chancery Division, since 1885, orders for foreclosure absolute may also direct delivery of the land by the defendant to the plaintiff. It has not, however, been the practice to set out a description of the land in such orders, but in lieu thereof to refer back to the mortgage deed, thus: "comprised in the indenture of mortgage dated, &c., in the originating summons herein mentioned." In *Thynne* v. *Sarl* this form was followed. But a practical difficulty arose caused by the absence of a full description of the property. By ord. 47, r. 2, an order for delivery of land by one person to another may be enforced by writ of possession. An essential feature of a writ of possession is the full description of the land which it must necessarily contain for the instruction of the sheriff. How was such a description to be inserted in the writ if the order directing delivery of the land did not contain a complete description thereof? Mr. Justice NORTH decided that the order ought to contain such a description, not in substitution for the usual reference back to the mortgage deed, but in addition thereto. The effect of this decision will be that in future all judgments or orders for the recovery of land, whether in Chancery or Queen's Bench, must contain such a full description of the land to be recovered as will, when inserted in the writ of possession, enable the sheriff to give actual effect to the judgment of the court.

THE CASE of *Boydell* v. *Millar* (*ante*, p. 279) is of some importance to solicitors, as the question there involved was whether, where an action of contract to recover less than £50 is brought in the High Court, but is afterwards remitted to the county court, the solicitor who acted for the plaintiff until the remitting order was made, but not afterwards, is entitled to have his costs taxed on the High Court scale. According to the decision given, and which it is unnecessary to discuss in detail, a solicitor who seeks to recover such costs in the county court by action against his former client is entitled to obtain from the county court judge a decision upon the reasonableness and propriety of his charges, unless the defendant consents to the bill of costs being referred for taxation to a High Court master. It seems quite clear that such a case is not within section 118 of the County Courts Act, 1888, which applies only to costs incurred in the county court, nor does it seem to fall within section 65 of the same Act, which, it is submitted, can only be available where the same solicitor has acted both before and after the removal of the action from the High Court to the county court, when, in accordance with such last-mentioned section, the taxation is to be in the county court, where the costs of the parties in respect of proceedings subsequent to the remitting order will be allowed according to the county court scale, while the costs of the order and all proceedings previously thereto will be allowed according to the scale for the time being in use in the Supreme Court.

THE INDICTMENT OF THE WHITECHAPEL OVERSEER.

THE indictment preferred against Mr. JOHN HALL, one of the overseers for the parish of St. Mary, Whitechapel, for alleged misconduct in connection with the preparation of the voters' lists, has been quashed by Mr. Justice CHARLES, on the ground that it shewed no indictable offence. The motion to quash was heard by the learned judge at the Central Criminal Court on February 13, and upon the 19th the learned judge delivered his reserved judgment, holding the indictment to be bad. The indictment in question was a very elaborate one, and contained seventeen counts. It alleged that the defendant, while acting in an office of public trust—namely, as an overseer—had wilfully omitted from the electoral list, which it was his duty to prepare, the name of a person who, to his knowledge, was qualified to vote; that he had wilfully inserted in the list the names of numerous persons who he knew were not qualified; and, finally, that he had attempted to pervert the course of justice by taking steps to place false evidence before the revising barrister with the object of falsifying the electoral lists and also with the object of falsifying the register of voters.

There is no doubt that at common law an overseer, as a public officer, may be indicted for breach of duty. The Registration Act of 1843, however, which regulates the duties of overseers in connection with registration matters, provides specific penalties in the case of any breach of duty by an overseer in connection with these duties. By section 51 of the Registration Act, 1843, the revising barrister may impose a fine not exceeding five pounds, nor less than twenty shillings, for every offence where an overseer has been guilty of any breach of duty in the execution of that Act; while section 97 of that Act provides that any party aggrieved by any wilful act of omission or commission on the part of an overseer may recover, by action, a penalty limited to one hundred pounds. It was contended on behalf of the defendant that no indictment lay in respect of the offences with which he was charged, because the offences were breaches of statutory duties, and the same statute which created the duties provided a particular remedy for any breach of those duties, and Mr. Justice CHARLES quashed the indictment upon this ground.

The lucid and elaborate judgment of the learned judge will no doubt come to be regarded as an authoritative exposition of the law upon a question which is by no means free from difficulty. The judgment is especially useful in that it clearly defines the general principle underlying the numerous authorities which, until they are closely examined by the light of this principle, appear to be conflicting and inconsistent. Perhaps the best statement of the law contained in the books is to be found in Hawkins' Pleas of the Crown, vol. 4, p. 5. The passage is as follows:—"Where an offence, not so at common law, is made an offence by Act of Parliament, an indictment will lie where there is a substantive prohibitory clause, though there be afterwards a particular provision and a particular remedy given; but it is otherwise where the Act is not prohibitory, but only inflicts the forfeiture and specifies the remedy. The true rule seems to be this. Where the offence was punishable before the statute prescribing a particular method of punishing it, then such particular remedy is cumulative, and does not take away the former remedy; but where the statute only enacts that the doing an act, not punishable before, shall in future be punishable in such and such a particular manner, there it is necessary to pursue such particular method, and not the common law method of indictment."

It was contended, with considerable ingenuity, on behalf of the prosecution, that the offences with which the overseer had been charged were not created by the Registration Act of 1843 at all, since the duties of overseers in connection with registration matters were first imposed by the Reform Act, and that, if these offences were already offences at the time when the Act which imposed specific penalties came into operation, the right to proceed by way of indictment still remained. It was also urged that between the passing of the Reform Act in 1832 and the passing of the Registration Act in 1843 an overseer would have been indictable for misconduct in connection with his registration duties. It was argued, on the other hand, that, although the Reform Act contained no section corresponding to section 51 of

the Registration Act, empowering the revising barrister to impose penalties on an overseer, it did contain a section—section 76, which is still unrepealed—corresponding to section 97 of the Registration Act, and enabling a party aggrieved to recover a penalty by action at law. Upon this point the learned judge stated that, in his opinion, by reason of section 76 of the Reform Act, an indictment would *not* have lain against an overseer for breach of duty in connection with registration matters between the years 1832 and 1843. For the purposes of the present case, however, this question was not material. With reference to the contention that the duties imposed by the Registration Act of 1843 were not new duties, the judge held that, although, in one sense, they were not new duties, they were created—or, at any rate, re-created—by the Act of 1843, since section 1 of that Act expressly repealed the corresponding sections of the Reform Act, which prescribed the manner in which the registration duties of overseers were to be performed. A further difficulty which the prosecution had to surmount before they could establish their proposition that the right to proceed by indictment in such a case as this had not been superseded, lay in the fact that the sections of the Registration Act of 1843, which relate to the duties of overseers, contain no general prohibitory clause. To get over this difficulty, counsel for the prosecution prayed in aid the principle of the common law, that disobedience to an Act of Parliament was in itself a misdemeanour, and contended that, on this ground, these sections, though in form mandatory, were in law prohibitory—a contention which involves an obvious fallacy, since the common law doctrine referred to is only applicable where no other remedy is provided by the statute.

Mr. Justice CHARLES subjected all the authorities to a very careful scrutiny, and found no difficulty in holding that they were all consistent with the conclusion that, in this case, the provision of a specific remedy excluded the right to proceed by indictment at common law. The first case considered was *R.* v. *Davis* (Sayer, 163), where it was held that an indictment would lie against an overseer for not receiving a pauper removed by an order of justices. In this case, however, the offence was created by 13 & 14 Ch. 2, c. 12, whilst the specific penalty was provided by a later Act, 3 & 4 Will. 4, c. 11. Moreover, it seems clear that the penalty provision did not apply at all to the particular offence charged in the indictment. In *R.* v. *Wright* (1 Burr. 543) the court quashed an indictment charging the defendant that he, being a spiritual person, took lands to farm contrary to 21 Hen. 8, c. 13, s. 1. The enactment creating the offence in the same section imposed the penalty. In this case the section creating the offence also provided for the penalty, whilst in the Registration Act the sections prescribing the duties are distinct from the sections imposing the penalties for breach of these duties. Although this at one time seems to have been considered a valid distinction, it is at best a highly artificial one, and one which would not now be recognized. In *R.* v. *Robinson* (2 Burr. 800) the defendant was indicted for disobeying an order of sessions to maintain his two infant grandchildren (43 Eliz. c. 2, s. 7). It was contended that this was a new offence with a particular remedy, and therefore not indictable. The court, however, refused an application to arrest judgment. This case seems clearly distinguishable, since the defendant was charged, not with an offence against the statute, but with disobedience to an order of sessions. In *R.* v. *Boyall* (2 Burr. 832) the indictment was for not performing statute labour on the highway (22 Ch. 2, c. 12) and it was objected that an indictment would not lie, because this was a new offence created by the statute, which prescribed a particular remedy. Here again, however, it appeared that the offence was indictable *before* the appointment of the particular remedy by 22 Ch. 2, and the indictment was held to be good. *R.* v. *Harris* (2 T. R. 202) was the case of an indictment for an offence against 26 Geo. 2, c. 6, s. 1, which enacts that all persons going on board ships coming from infected places shall obey such orders as the King in Council may make, and it was held that disobedience of an Order in Council, made under this section, was punishable as a misdemeanour at common law. It is true that a later section of the Act provided certain specific penalties, but if the case is carefully examined, it becomes clear that the indictment was in respect of an offence which was *not* punishable under the penalty section. In *R.* v. *Gregory* (5 B. & Ad. 555) the Act in question contained a section providing a particular remedy, but it also provided that the prohibited act should, if committed, be deemed a common nuisance. The last authority—a case strongly relied on by the prosecution—is *R.* v. *Buchanan* (8 Q. B. 883). Here it was held that an unqualified person acting as an attorney might be indicted under 6 & 7 Vict. c. 73, s. 2, and that the later sections of that Act did not limit the punishment to the particular punishment and incapacity there mentioned. Here again, however, we have a "general prohibition," whilst in the enactments regulating the duties of overseers with regard to registration matters no such "general prohibition" is to be found.

It may be that, as a question of public policy, it would be better if charges such as those which have been brought against Mr. HALL could be made the subject-matter of an indictment. As a question of law, however, there can be little doubt that the conclusion arrived at by Mr. Justice CHARLES is fully supported by the authorities which the learned judge so carefully reviewed

DEALINGS WITH REGISTERED LAND.

THE case of *Gibbs* (*Registrar of Titles of Victoria*) v. *Messer and others*, decided recently by the Privy Council, is an instructive example of the frauds that may be practised in connection with registered titles to land, and for which no compensation can be claimed from the insurance fund. In Victoria the registration of land is regulated by the Transfer of Land Statute, No. 301 of 29 Vict. This provides for the registration of titles either upon original grants from the Crown, or upon transmission of interests, and duplicate certificates are made out, one of which is issued to the registered owner and the other retained by the registrar. By section 113 a proprietor of registered land may appoint any person to act for him in transferring it by signing a power of attorney in the prescribed form. Section 115 requires that all instruments and powers of attorney under the Act are to be attested by one witness, who must be a solicitor of the Supreme Court, a commissioner for taking affidavits, or some one of several specified classes of public officials. By section 30 an assurance fund is established, and it is maintained by a rate of one halfpenny in the pound on the value of the land, levied when it is first brought under the Act, and also upon the registration of an estate of freehold on a transmission, but a higher rate may be charged in respect of an imperfect title (section 32). The sections which deal with claims upon the fund are sections 144 to 148. By section 144 "any person deprived of land or of any estate or interest in land in consequence of fraud, . . . or by the registration of any other person as proprietor of such land, estate, or interest, or in consequence of any error or misdescription in any certificate of title, or in any entry or memorial in the register book," may bring an action against the person on whose application the erroneous registration was made, or who acquired title through such fraud, error, or misdescription, and if damages are awarded, and payment of them cannot be obtained, they are to come out of the assurance fund. It is possible, however, that a title obtained by fraud may be passed on to a *bonâ fide* purchaser for valuable consideration, and section 145 provides that such a purchaser is not to be liable to be deprived of the estate or interest which he has gained. In this case, however, as well as where the loss has arisen through the fault of the registrar, the owner aggrieved might be left without remedy, and accordingly section 146 enables him to make the registrar a nominal defendant for the purpose of recovering damages, which, by section 148, are to be paid out of the assurance fund.

In the present instance Mrs. MESSER had been registered as proprietor of certain lands in the district of Hamilton. Previously to 1884 she quitted Victoria and took up her residence in Scotland, leaving with her husband the certificates of title and a duly-executed power of attorney authorizing him to dispose of the lands. In 1884 he joined Mrs. MESSER in Scotland, having intrusted the documents to CRESSWELL, a solicitor at Hamilton. Thereupon CRESSWELL commenced a series of frauds which resulted in his obtaining £3,000 on the mortgage of the land from two persons of the name of M'INTYRE,

who thought—but thought erroneously—that the register was a guarantee of security. As an intermediate step in the transaction CRESSWELL invented an individual whom he was pleased to call "HUGH CAMERON, of North Hamilton, county of Dundas, grazier," and, by means of a forged transfer from Mrs. MESSER to CAMERON, purporting to be made in pursuance of the genuine power of attorney, he induced the registrar to place CAMERON'S name upon the register as proprietor of the land, to cancel the MESSER certificates, and to issue new ones in the name of CAMERON. He thus got the land safely out of Mrs. MESSER, who had really been his client, and procured it to be vested, ostensibly at least, in the fictitious CAMERON, whom he pretended to be his client. His next step was to go to the M'INTYRES, and arrange, on behalf of CAMERON, for the loan of £3,000. Without requiring the production of the proposed borrower, they entertained this proposal, and paid the money on having a deed of mortgage on the land handed over to them. This again was, of course, a forgery, and CRESSWELL, after writing it with his own hand, had himself attested it as a solicitor in accordance with the statute. The mortgage was duly presented for registration, and the only difficulty in the whole proceedings arose from the accident of there being in Victoria an actual HUGH CAMERON who had been recently made bankrupt. Accordingly, the registrar required evidence that this CAMERON and the mortgagor were different persons. This was readily forthcoming, and CRESSWELL produced a declaration purporting to be made by his client and sworn before himself, in which he made the former say—the only element of truth in the whole matter—that he had never been insolvent. Thereupon the M'INTYRES' mortgage was put upon the register, and there Mr. MESSER found it when he returned to the colony in July, 1886. Meanwhile CRESSWELL had absconded, leaving no assets.

Upon Mrs. MESSER, of course, lay the burden of getting back the title, and for this purpose she brought an action against the registrar, the M'INTYRES, and CRESSWELL. As might be expected, she has been practically successful all through, the main question lying between the registrar, as representing the assurance fund, and the M'INTYRES. Mr. Justice WEBB, before whom the case first came, and the Supreme Court of the colony alike proceeded on the assumption that HUGH CAMERON was to be treated, so far as the register was concerned, as identical with CRESSWELL. He had never had any existence except in that gentleman's fertile brain, and the identification had the comfortable result of throwing the loss upon the assurance fund. For if the mortgage was taken direct from the registered proprietor, then, as we have seen, whatever fraud might be incident to his title, the mortgagees, as taking *bonâ fide* and for valuable consideration, would be safe. Consequently, the courts of the colony held that the mortgage was a valid incumbrance; that Mrs. MESSER could only take back the land on condition of redeeming it; but that the amount required for this was to be repaid to her out of the assurance fund.

Of the fund, however, the registrar was jealous, and by bringing his case to England he has succeeded in averting this inroad upon it. In the Privy Council the identification of CAMERON and CRESSWELL was rejected as untenable, and when this vanished the validity of the mortgage vanished also. It was no longer taken by the M'INTYRES from the registered proprietor on the faith of the register, but it was taken in reliance upon CRESSWELL and in the belief that the mortgage deed which he produced was the deed of an existing registered proprietor other than himself. This deed, however, being a mere forgery, the M'INTYRES took no interest under it, and, although they could have made a good title to a *bonâ fide* purchaser, their own title was in no way confirmed by the fact of registration.

The circumstances, it will be noticed, are very similar to those in the BARTON Frauds, which raised some few months ago the question of the effect of the registration by companies of titles which have been imposed on innocent owners by fraud. In both cases the registration counts for nothing, and the only way to be safe is to pass on the title as soon as possible. In transfers of shares it is usually impossible, or, at least, inconvenient, to investigate the title strictly, so as to avoid all possibility of fraud, and in a case like the present the transferees of shares would certainly expect to participate in the benefit of an insurance fund, if such a fund existed. With regard to land, the insurance fund should either be equally extensive, or it should be recognized that dealing with registered land is not a matter to be undertaken without careful precautions.

REVIEWS.

BOOKS RECEIVED.

The Law relating to the Property of Married Persons. By DAVID MURRAY, M.A., Hon. LL.D. Glasgow: James Maclehose & Sons.

Copyright Law Reform. By J. M. LELY, Barrister-at-Law. Eyre & Spottiswoode.

The Law relating to the Seizure Clause in Hire Agreements. By H. E. TUDOR, A.K.C., Solicitor. Sewell & Co.

The Bankruptcy Act and Rules, 1890. By EDWARD T. BALDWIN, M.A., Barrister-at-Law. Stevens & Haynes.

The Law of Husband and Wife. By JAMES WALTER SMITH, B.A., LL.D., Barrister-at-Law. Effingham, Wilson, & Co.

A Manual of the Practice as to Winding Up in the High Court and in the County Court. By G. PITT-LEWIS, Q.C., M.P. Stevens & Sons, Limited.

CORRESPONDENCE.

BOYDELL *v.* MILLAR.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In the report in your issue of to-day both the learned judges and yourself appear to have been under the impression that the order to remit to the Brompton (not Marylebone) Court was obtained at the plaintiff's suggestion. This was not so, but was obtained by the defendant, McIver, after I ceased to act for the plaintiff, and which consequently made my case so much stronger. McIver made an application to remit before the statement of defence was delivered, which was successfully opposed on the ground that he had a counter-claim for negligence. He then delivered a defence admitting £25 13s., and disputing the balance, on the ground that plaintiff's charges were not fair and reasonable, and abandoned the counter-claim.

WM. T. BOYDELL.

1, South-square, Gray's-inn, W.C., Feb. 21.

CHANCERY CHAMBER APPOINTMENTS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The somewhat numerous changes which have recently taken place in the chambers of the chancery judges have caused a considerable discussion as to the mode of appointing and regulating the duties of the junior clerks in the chancery judges' chambers, and the opinion held almost universally by those competent to form an opinion on the subject is that a radical change ought to be made in the system under which these appointments are made.

To ascertain the existing state of things it is only necessary for anyone to ask for information on the subject from the solicitors and managing clerks who are constantly engaged in chamber work, and I confidently affirm that any inquirer of these persons will have the following propositions established to his satisfaction:—

1. That the present holders of the junior posts at chambers are greatly inferior to those of ten, fifteen, or twenty years ago.

2. That although there is much less heavy work, the delays in small matters are greater than ever.

3. That the work is, as a rule, done in a more slipshod and careless fashion.

According to the old system solicitors' managing clerks of experience were appointed to the posts in question, with the result that men were put into an official position who thoroughly knew the work. As one of our veteran chief clerks said to me one day—"I used to choose my junior clerks from the other side of the table, and then I knew the sort of men I was getting."

Under the present system men are appointed who know nothing whatever of the work they have to do, and they are selected from the ranks of civil service clerks, barristers' clerks, young fellows just from school or college, and other equally unpromising sources.

The result is that the chief clerks have often to do all the details of their work, as well as to decide important questions of principle, because they dare not leave to some of their juniors anything but sheer clerical work.

The chief clerks and the profession are literally groaning under the present system, and no one seems to have the courage to suggest the only remedy which would be really efficacious. I will therefore conclude my letter with making a suggestion which would, I believe,

obviate all the existing evils as regards the appointments in question, and that is that this patronage should no longer be vested in the Lord Chancellor, but that it should be exercised by a standing committee composed of the two senior judges and two senior chief clerks of the Chancery Division for the time being.

A CHANCERY PRACTITIONER.

CASES OF THE WEEK.

Court of Appeal.

NORTH-EASTERN RAILWAY CO. *v.* THE MAYOR, &c., OF KINGSTON-UPON-HULL—No. 1, 20th February.

COAL DUES—COAL BROUGHT WITHIN DISTRICT FOR USE OF OWNER ONLY—"DEALING" WITH COAL—26 & 27 VICT. C. 32—PROVISIONAL ORDER.

This was an appeal from the judgment of the Divisional Court (Day and Lawrance, JJ.) upon a special case. The Kingston-upon-Hull Improvement Act, 1854, after reciting that it was expedient that the provisions for preventing frauds and impositions in the quality, measure, and delivery of the coal in the Hull district contained in an earlier Act should be amended, enacted certain provisions relating thereto. Those provisions, so far as material to the present case, were repealed by a provisional order of 1862, which was confirmed by the Local Government Supplemental Act, 1863, and by article 8 of the provisional order, "the owner of any coal brought within the said district, or if carried by water the master of the vessel carrying it, or a vendor of or dealer in the coal, shall, before he sells, delivers, or deals with the coal, pay to the inspector or inspectors a tonnage rate at the rate of ½d. for every ton of the coals." The provisional order applied to the borough and district of Kingston-upon-Hull, and the corporation of the borough was the authority to carry out the provisions of the order. The plaintiffs own a large number of sidings within the borough, and bring coal which they require for use on their railway from the various collieries to these sidings, and from there the coal is taken to the various places on the railway within the borough where it is wanted for consumption, in the locomotive shops, in the station hotel and offices, and for engines. The action was brought to recover £5 as money paid by the plaintiffs under protest, in respect of the tonnage rate for coals so brought into the borough. The question for the court was whether there was such a delivery or dealing with the coals so brought within the district by the plaintiffs for their own use and consumption as to render them liable to pay the tonnage rates. The Divisional Court gave judgment for the defendants. The plaintiffs appealed, and contended that the object of the legislation was to prevent frauds in the sale of coal, and was not intended to apply to coal brought in by the railway company for their own consumption. It was said that the case of *Wilson* v. *Kingston-upon-Hull Local Board* (14 W. R. 638), before the Court of Common Pleas in 1866, which was a decision upon the same statutes and this provisional order was wrong, and ought not to be followed.

THE COURT (Lord HALSBURY, C., Lord ESHER, M.R., and FRY, L.J.) dismissed the appeal. Lord HALSBURY, C., said that according to the natural meaning of the words these coals came within the Act. It was said that, looking at the other parts of the Act, this construction was too wide. No doubt general words in an Act of Parliament might be cut down by other parts of the same Act, or by the history or course of the legislation, or otherwise. He was not satisfied that there was any intention shewn to cut down this express language. If the object was to prevent frauds the Legislature probably intended its language to receive the widest possible interpretation. The former Acts were probably thought too narrow, and therefore all coal was brought within the operation of the Act. In a court of law the Legislature must be taken to be an ideal Legislature—to have intended what it said, and to have foreseen the consequences of the language used. Upon the true construction of the Act the word "deal" included a dealing by the proprietor with his own coal for his own purposes. That opinion was fortified by the fact that the very same words received the same construction in the Court of Common Pleas in *Wilson* v. *Kingston-upon-Hull Local Board*, a decision of some of the most eminent judges that ever sat in that court. He would have hesitated to differ from that decision even if he had not himself been borne to the same conclusion. The answer to the question, therefore, must be that the plaintiffs were liable to pay the tonnage rates. Lord ESHER, M.R., and FRY, L.J., concurred. Appeal dismissed.—COUNSEL, *Cohen*, Q.C., and *E. F. V. Knox*; *Forbes*, Q.C., *Lyon*, and *Gerard Laing*. SOLICITORS, *Williamson, Hill, & Co.*, for *Geo. S. Gibb*, York; *Arthur B. Chubb*, for *R. Hill-Dawe*, Hull.

DREW AND ANOTHER *v.* **LEWIS**—No. 1, 23rd February.

PRACTICE—CHARGING ORDER—APPLICATION TO RESCIND ORDER ABSOLUTE—JURISDICTION—1 & 2 VICT. C. 110, SS. 14, 15.

The plaintiffs, having recovered judgment against the defendant, obtained an order charging the defendant's interest in certain shares standing in his name in a company. Subsequently to the charging order being made absolute, one Martin took out a summons to rescind the order, on the ground that prior to the charging order *nisi* the defendant had assigned the shares to him. Martin had not been registered as the owner of the shares. The Divisional Court (Wills and Wright, JJ.) held, upon the authority of *Jeffryes* v. *Reynolds* (52 L. J. Q. B. 55, 31 W. R. Dig. 147), that the court had no jurisdiction to rescind a charging order after it had been made absolute. Martin appealed.

THE COURT (Lord ESHER, M.R., and FRY, L.J.) dismissed the appeal. Lord ESHER, M.R., said that in his opinion *Jeffryes* v. *Reynolds* was rightly decided. The charging order was duly made under 1 & 2 Vict. c. 110, ss. 14, 15. Was there any power to discharge or vary that order except by appeal against its being made absolute? It was said that the last clause of section 15 gave power to do so. In his opinion the words "such order" in that clause referred to the order *nisi*. The statute, therefore, gave no power to discharge or vary a charging order absolue. Nor had the court any inherent jurisdiction to do so. It was immaterial to consider what was the remedy, if any, open to the applicant. It was sufficient to say that the present application was wrong. FRY, L.J., concurred. Section 15 made provision either for making the order *nisi* absolute, or for discharging it, or for varying it. There was no provision for discharging or varying the order absolute. He was far from convinced that the applicant had no remedy, if he had an absolute equitable interest in the shares, merely because the interest of the judgment debtor in them was charged. —COUNSEL, *David*; *C. M. Plumptre*. SOLICITORS, *Rooks & Co.*; *Burgess & Cosens*.

LEE *v.* **RUMILLY**—No. 2, 20th February.

EXECUTION—WRONGFUL SEIZURE OF GOODS—LIABILITY OF EXECUTION CREDITOR TO OWNER.

The question in this case was, whether an execution creditor was liable in damages to a person (not the execution debtor) whose goods the sheriff had seized in error under the writ of *fi. fa.* The plaintiff was a Mrs. Lee, who was a licensed victualler, and she claimed for damages for the wrongful seizure of her goods under a writ of *fi. fa.* obtained by the defendant against her daughter, Mrs. Challis. In October, 1889, the defendant sued Mrs. Challis, who was a widow, as administratrix of her husband, for £55 12s. 2d., and obtained judgment against her for that amount and costs. The defendant then issued a writ of *fi. fa.* against her, which was directed against her own goods, though she was described in the writ as the administratrix of her husband. The indorsement of the writ, which was filled in by the defendant's solicitor, stated that Mrs. Challis was a licensed victualler, and resided at the Scotch Stores. The Scotch Stores was, in fact, a public-house occupied by Mrs. Lee. Mrs. Challis was not a licensed victualler, but she managed the business of her mother at the Scotch Stores. The sheriff, acting under the *fi. fa.*, seized goods belonging to Mrs. Lee. She claimed the goods, and in December, 1889, an interpleader issue was directed to try the right to them, and on the trial of that issue it was decided that the goods were the property of Mrs. Lee. At the trial of the present action, before Grantham, J., and a jury, the verdict and judgment were entered for the plaintiff. The defendant now moved for a new trial, or that judgment might be entered for him.

THE COURT (LINDLEY, BOWEN, and KAY, L.JJ.) refused the application. LINDLEY, L.J., said that the defendant sued Mrs. Challis as administratrix of her husband for £55, and he obtained judgment against her personally, and not as administratrix of her husband. Upon that judgment a writ of *fi. fa.* was issued, and the writ followed the form of the judgment and was directed against the goods of Mrs. Challis. The indorsement on the writ was that the defendant, Mrs. Challis, was a licensed victualler, and resided at the Scotch Stores. The writ was in a wrong form, and it was wrongly indorsed. It was well settled law that, if an execution creditor by his solicitor made a mistake in indorsing the writ, he was liable for the consequences: *Jarmain* v. *Hooper* (6 M. & G. 827), *Rowles* v. *Senior* (L. R. 8 Q. B. 677), and *Morris* v. *Salbery* (22 Q. B. D. 614). The question was, what the sheriff would understand from the indorsement. Would he not understand that the goods to be seized were the goods of the person who was carrying on the business of a licensed victualler at the Scotch Stores? The sheriff naturally did not find out in the first instance whose the goods were. He did not suspect anything, and he seized the goods which he found in the house. It turned out that the goods belonged to Mrs. Lee, the present plaintiff. Unfortunately a blunder had been made, and the defendant was legally responsible for it. BOWEN, L.J., said that the sheriff was induced to seize the plaintiff's goods by two things. In the first place, the writ was directed against the goods of Mrs. Challis, and was not in the proper form, *de bonis testatoris*. Secondly, he was misled by the indorsement, which shewed that the goods which he was to seize were the goods of the licensed victualler on the place; and the licensed victualler on the place was Mrs. Lee. It was impossible to distinguish the case from the authorities which had been referred to, which were quite consistent with *Smith* v. *Keal* (9 Q. B. D. 340). KAY, L.J., said that it was quite settled that it was the duty of the execution creditor to fill up the indorsement form attached to the writ properly, and that for any mistake in the filling up which misled the sheriff, even when the mistake was made by the solicitor of the execution creditor, not only the solicitor but the execution creditor himself was liable.—COUNSEL, *Candy*, Q.C., and *H. T. Waddy*; *Moyses* and *William Mackenzie*. SOLICITORS, *H. B. Richards*; *W. E. Ruddle*.

DANIEL *v.* **FERGUSON**—No. 2, 25th February.

PRACTICE—INJUNCTION—INTERLOCUTORY APPLICATION—MANDATORY INJUNCTION—ATTEMPT TO EVADE PROCESS OF COURT.

This was an appeal by the defendant against an order of Stirling, J., granting, upon an interlocutory motion, a mandatory injunction to compel the defendant to pull down a wall which he had erected, and which, as the plaintiff alleged, obstructed his ancient lights. On behalf of the defendant it was contended that, by reason of unity of possession of, or, at any rate, unity of interest in, two adjoining properties, the operation of the Prescription Act had been excluded, and that the plaintiff's lights were not ancient, and that, consequently, he was not entitled to an injunction. It was urged that such a question of law ought not to be decided adversely

to the defendant upon an interlocutory motion. There was evidence that, when the writ in the action was served on the defendant, he at once put on a large gang of men, who worked during the whole of a Saturday night and the greater part of the following Sunday and Monday, and thus completed the wall in question before the plaintiff could obtain an injunction.

THE COURT (LINDLEY and KAY, L.JJ.) dismissed the appeal without expressing any opinion as to the question of law raised. They held that the mandatory injunction was rightly granted, because the defendant had endeavoured to evade the process of the court by hurrying on his building after he knew that the plaintiff was about to apply for an injunction. If, in such a case, the court did not grant a mandatory injunction, it would be an encouragement to other defendants in similar cases to proceed with their buildings in the same way, in the assurance that the court would not order them to be pulled down after completion, and thus the jurisdiction of the court would be set at defiance.—COUNSEL, *Horace Kent; Buckley*, Q.C., and *Frank Watson*. SOLICITORS, *Hatt & Co.; George Cheeseman*.

COX *v.* **BENNETT**—No. 2, 26th February.

MARRIED WOMAN—SEPARATE ESTATE—RESTRAINT ON ANTICIPATION—ORDER FOR PAYMENT OF COSTS AGAINST MARRIED WOMAN—PROPERTY CHARGEABLE—MARRIED WOMEN'S PROPERTY ACT, 1882, ss. 1 (2), 19.

This was an appeal from a decision of Kekewich, J. (*ante*, p. 207), and an important question was raised as to the effect of the Married Women's Property Act, 1882. Section 1 of that Act provides, by sub-section 2, that "a married woman shall be capable of entering into and rendering herself liable in respect of and to the extent of her separate property on any contract, and of suing and being sued, either in contract or in tort, or otherwise, in all respects as if she were a *feme sole*, and her husband need not be joined with her as plaintiff or defendant, or be made a party to any action or other legal proceeding brought by or taken against her; and any damages or costs recovered by her in any such action or proceeding shall be her separate property; and any damages or costs recovered against her in any such action or proceeding shall be payable out of her separate property, and not otherwise." Section 19: "Nothing in this Act contained shall interfere with or affect any settlement, or agreement for a settlement, made, or to be made, whether before or after marriage, respecting the property of any married woman, or shall interfere with or render inoperative any restriction against anticipation at present attached, or to be hereafter attached, to the enjoyment of any property or income by a woman under any settlement, agreement for a settlement, will, or other instrument; but no restriction against anticipation contained in any settlement, or agreement for a settlement, of a woman's own property, to be made or entered into by herself, shall have any validity against debts contracted by her before marriage, and no settlement, or agreement for a settlement, shall have any greater force or validity against creditors of such woman than a like settlement, or agreement for a settlement, made or entered into by a man would have against his creditors." This action was brought in 1867 for the administration of the estate of a testator, under whose will a married woman was entitled to the income of part of his estate for her life, for her separate use, without power of anticipation. On the 16th of July, 1890, a summons in the action, which she had taken out against the trustees of the will, was dismissed, with costs to be paid by her. The order (according to the usual practice as settled by *Scott* v. *Morley*, 32 SOLICITORS' JOURNAL, 42, 20 Q. B. D. 120) expressly limited execution to the separate property of the married woman not subject to any restraint against anticipation, unless, by virtue of section 19 of the Married Women's Property Act, 1882, such property should be liable to execution notwithstanding such restraint. The summons on which this order was made was issued in February, 1890. At the date of the order there was in the hands of the trustees of the will a sum of £304, arrears of income of the married woman actually accrued. On the application of the trustees Kekewich, J., authorized them to retain out of this sum the taxed costs which, by the order of the 16th of July, the married woman had been ordered to pay. On the appeal it was argued, on the authority of the decision of the Court of Appeal in *Re Glanvill* (30 SOLICITORS' JOURNAL, 236, 31 Ch. D. 532), that the only income of the married woman which could be attached for payment of the costs was income already accrued due at the date when she issued her summons. The money in the trustees' hands represented income received since that date, and, therefore, it was protected by the restraint on anticipation.

THE COURT (LINDLEY and KAY, L.JJ.) affirmed the decision. LINDLEY, L.J., said it appeared to him that *Re Glanvill*, and the reasoning on which the judgments in that case were based, did not apply to the present case. In *Re Glanvill* the proceedings were not taken by the married woman under the Married Women's Property Act, and no order for the payment of costs by her had been made, as in the present case. Moreover, the order of Bacon, V.C., was obviously wrong, because it authorized the trustees to retain their costs out of future income of the married woman which was subject to a restraint on anticipation. But there was at the date of the order of Bacon, V.C., a sum of £36, arrears of income, in the hands of the trustees, which had accrued after the order on the further consideration of the action. The action was brought in April, 1882 (before the Married Women's Property Act), by the married woman by a next friend, and by the order on further consideration, on the 19th of May, 1884, it was ordered that the costs of the trustees should be paid by the next friend; and liberty was given to the trustees to apply at chambers with reference to payment out of the share of the plaintiff, or otherwise, of any costs not recovered from the next friend. The Court of Appeal came to the conclusion that future income of the plaintiff could not be attached, and that even the £36 could not be attached. And they also intimated an opinion that only arrears of income due at the commencement of the action could be attached. The order of Bacon, V.C., was made upon an application by the trustees under the liberty to apply. The main controversy in that case was, whether income accruing after the date of the order could be attached. But in the later case of *Hyde* v. *Hyde* (32 SOLICITORS' JOURNAL, 524, 13 P. D. 166) the Court of Appeal held that an order of sequestration in a divorce suit applied to arrears due at the date of the order of separate income of the wife which was subject to a restraint on anticipation. In that case the court made no reference to any other date. In the present case the court had to deal with the Married Women's Property Act, and his lordship was not at all disposed to extend the decision in *Re Glanvill* to a case under the Act. And, indeed, in *Re Glanvill* the Lords Justices expressly declined to express any opinion as to what the result would have been if the plaintiff had been suing without a next friend under the Act. The Act enabled a married woman to sue without a next friend, which she could not do before. The Act had departed entirely from the principle of the decision in *Pike* v. *Fitzgibbon* (17 Ch. D. 454), and had altered the whole law on which that decision was based. Suppose that a married woman availed herself of the provisions of the Act, and brought an action without a next friend, having no separate property at the time when the action was commenced, but she acquired separate property during the progress of the action, and then an order for costs was made against her. His lordship thought that, if at any time separate estate free from a restraint on anticipation could be found, it could be attached for payment of the costs, and arrears of income which the married woman could herself deal with by way of charge or assignment could be attached. In that way his lordship thought full effect would be given to section 19. The decision in *Re Glanvill* did not apply to the present case. KAY, L.J., said that the difficulty arose from the language used by the judges of the Court of Appeal in *Re Glanvill*. There an action brought by a married woman, by a next friend, against the trustees of a will had been dismissed with costs, and the question was, what part of her separate property could be attached to pay those costs. All the Lords Justices concurred in saying that no part of her separate property could be attached, except that which was free from any restraint on anticipation at the date of the commencement of the action. The £36 in the hands of the trustees in the case had become due to her at the date of the application by the trustees; it represented arrears of her income at that date. The restraint on anticipation was, of course, gone so soon as the income became payable to her. If the date of the application was the material date, then arrears could be attached for the costs. But the Lords Justices said that the material date was the date of the commencement of the action, and that, as the arrears did not become due and free from the restraint till after that date, they could not be attached. In the present case the proceeding was taken by the married woman after the commencement of the Married Women's Property Act, and she took it without a next friend. Sub-section 2 of section 1 of the Act enabled a married woman to sue without a next friend, and provided that any costs recovered against her in such a proceeding should be payable out of her separate property. His lordship did not for one moment intend to say that separate income of a married woman which was subject to a restraint on anticipation, and which accrued due after an order against her for payment of costs, could be made liable to pay the costs. But here the question was, whether arrears of income, accrued due before the order, could be made liable. It was clear that at the date of that order the married woman herself could, notwithstanding the restraint on anticipation, have created a valid charge upon the arrears of income in the hands of the trustees. And, if she could do that, surely the order for payment of costs ought to be made available against those arrears. The costs were incurred during the progress of the proceedings by her trustees, and in consequence, as the judge had held, of her wrongful act, and it was only just and right that the costs should be paid out of any separate property which she had, free from restraint on anticipation, at the date of the order. Suppose that at the date of the commencement of an action by a married woman against her trustees she had no separate property, except such as was subject to a restraint on anticipation, and that at the date of an order against her for costs there were no arrears of income, but she had in the meantime acquired a large amount of separate property, not subject to any restraint, it would clearly not be just or equitable that she should take that property and laugh at the trustees. In his lordship's opinion the order for payment of costs applied to any separate property which, at the time when it was made, the married woman had, free from any restraint on anticipation. His lordship arrived at this conclusion upon a consideration of the natural justice of the case and upon principle. He agreed, upon the grounds already stated by Lindley, L.J., that *Re Glanvill* did not govern the present case, and that it ought not to be extended.—COUNSEL, *Mulligan* and *Watt; Renshaw*, Q.C., and *Reginald Winslow; Freeman*. SOLICITORS, *R T Webster; Daniel Stock; Makinson, Carpenter, & Son*.

Re **LEAVESLEY**—No. 2, 26th January.

JUDGMENT DEBTOR—CHARGING ORDER—LUNATIC DEBTOR—JURISDICTION—1 & 2 VICT. c. 110, s. 14—3 & 4 VICT. c. 82, s. 1.

The question in this case was, whether charging orders obtained by judgment creditors of a lunatic during his life on his property were valid, and would be enforced after his death by the lunacy jurisdiction. In 1889 several judgments were obtained against Leavesley, a lunatic who had been so found by inquisition, for debts contracted before he was found lunatic, and charging orders were made in favour of the judgment creditors upon a sum of £493 New Consols which had been purchased with the proceeds of the sale of furniture which belonged to the lunatic. The sale was made under an order in the lunacy, and the money was invested in the name of the Paymaster-General, and was standing in court to the credit of the lunatic. He died on the 20th of April, 1890. Administration had been granted to his widow, and the question now

arose, whether the court should transfer the fund to the administratrix, or whether the persons who had obtained charging orders had not a prior right to the extent of those orders. This was an application after the death of the lunatic for the payment to them out of the stock belonging to the deceased lunatic which was in court in the lunacy of the amounts for which they had obtained charging orders. The application was opposed by the personal representative of the lunatic.

THE COURT (LINDLEY and KAY, L.JJ.) granted the application. LINDLEY, L.J., after referring to 1 & 2 Vict. c. 110, ss. 11, 13, 14, and 3 & 4 Vict. c. 82, s. 1, said: The object of those enactments was to extend the remedies of judgment creditors against the property of their debtors; and the enactments are general in their terms, and apply to all judgment creditors and to all judgment debtors. As regards lands charged under the Act it is expressly said that a judgment creditor shall have the same remedies in a court of equity as he would be entitled to in case the judgment debtor had power to charge the lands, and had by writing agreed to charge the same. Under section 13 a judgment against a lunatic would (if registered under section 19) clearly charge his lands. When dealing with stocks and shares or money in court the clear language used in section 13 is altered. Under section 14 a charging order entitles the judgment creditor who obtains it to such remedies as he would be entitled to "if such charge had been made in his favour by the judgment debtor." By section 1 of 3 & 4 Vict. c. 82 the charging order is to have "no greater effect than if the debtor had charged such stock . . . in favour of the judgment creditor." The language in those sections is not so clear as that employed in section 13, and may be read in one of two ways—viz., "as if the debtor had power to charge, and had charged, the stock," &c., or, "as if the debtor had given such a charge (if any) on the stock, &c., as he was capable of giving." To adopt the last construction would be to make the effect of a charging order depend, not on the validity of the judgment, but on the capacity of the judgment debtor, and would introduce a distinction between the power of a judgment creditor to reach the lands and his power to reach the stock of his debtor. There is nothing, except an ambiguity of language, to warrant such a distinction; there is no trace of any intention to make such a distinction; nor is there any reason for making it. The other construction—that the charging order is to have the same effect as if the debtor had had power to charge, and had agreed to charge, the stocks, &c.—is the one which is most in accordance with the intention of the Legislature as disclosed in the Act itself. This construction introduces no unreasonable distinction between one class of property and another, and it is, at least, as much in accordance with the words as the rival construction which the court is asked to adopt, but which, for the reasons which I have given, I reject. If words in a statute are ambiguous, and are capable of two constructions, that construction ought to be preferred which best carries into effect the object of the Legislature, and best conforms with the rest of the statute. The truth is that the phrase, "as if the debtor had agreed to charge," is only a method of expressing that the charging order is to affect the debtor's beneficial interest in the property charged, but nothing more: *Scott* v. *Lord Hastings* (4 K. & J. 633). The words define the extent and priority of the charge, but have no reference to the capacity of the judgment debtor. His capacity ceases to be material when judgment has been properly obtained against him. Even apart from authority, therefore, I should decide this case in favour of the judgment creditors of the lunatic. But the construction which I hold to be correct has already been adopted by the courts. The point was carefully considered in *Horne* v. *Fountain* (23 Q. B D. 264), in which the judgment debtor was a lunatic; and the same construction was put on the statute as long ago as 1854 in *Watts* v. *Porter* (3 E. & B., at p. 750), where Lord Campbell said that the word "honestly" could not be read into the statute, but the words "validly and effectually" ought to be implied. This conclusion is quite consistent with the decision of Hall, V.C., in *Re Onslow* (L. R. 20 Eq. 677), for that decision proceeded on the ground that the judgment, which was the basis of the charging order, was itself invalid. The charging orders made in this case are so worded as not to be enforceable until the death of the lunatic or until further order; and the lunatic being dead, it is unnecessary to consider what it would be right for this court to do if the order had been in the ordinary form, and the judgment creditors had applied to this court for payment during the life of the lunatic. In this case the proper order will be to pay to the judgment creditors the amounts due to them respectively, such amounts to be verified by affidavit, and to pay the residue to the legal personal representative of the lunatic. The costs of the judgment creditors will be added to their respective debts, and be paid accordingly. This court does not administer the assets of a deceased lunatic, but the moneys charged are, to the extent of the charging orders, not assets of the lunatic to be administered by his legal personal representatives, but are to that extent withdrawn from such assets, and ought to be paid direct to the judgment creditors who have obtained charging orders. The legal personal representative of the lunatic is a trustee for such creditors, and the court can, therefore, properly pay them at once. KAY, L.J., gave judgment to the same effect.—COUNSEL, *R. F. Norton*; *Alexander*. SOLICITORS, *Ridsdale & Son*.

High Court—Chancery Division.

WORTHINGTON *v.* **MOORE**—Chitty, J., 24th February.

PRACTICE—PROOF OF DEED—ATTESTING WITNESS—COMMON LAW PROCEDURE ACT, 1854 (17 & 18 VICT. c. 125), s. 26.

In this case the question arose whether, notwithstanding section 26 of the Common Law Procedure Act, 1854, a deed should be proved by the attesting witness. Section 26 provides that it shall not be necessary to prove by the attesting witness any instrument to the validity of which attestation is not requisite. The plaintiff claimed as a first mortgagee, and the defendants were the mortgagors and other mortgagees. One of the defendants claimed priority as mortgagee without notice under a deed of later date, and for the purpose of proving this deed called the solicitor who had prepared it. This witness stated that he himself was not present at the execution of the deed, but was acquainted with the signatures of the parties and attesting witnesses, and that he was prepared to prove them. It was submitted by the plaintiff that this evidence was insufficient.

CHITTY, J., said that it appeared from Taylor on Evidence (7th ed., p. 1531) that its learned author considered the decision of Kindersley, V.C., in *Re Reay's Estate* (3 W. R. 312, 1 Jur. N. S. 222) to be one which neutralized the statutory provisions of the Act of 1854. All, however, that that case decided was that a deed could not, in *ex parte* cases, be proved except by the attesting witness. The Lords Justices in *Re Rice* (24 W. R. 747, 32 Ch. D. 35), when sitting in Lunacy, recognized the practice established by *Re Reay's Estate*. The present case, however, was not one where the person desiring to prove the deed was the only person before the court. It was a case where the parties interested were present. Under such circumstances the provisions of the Common Law Procedure Act of 1854 were applicable, and proof by the attesting witness could be dispensed with. The reason of the distinction was that in an *ex parte* application finally dealing with the matter before the court, the court had not the same safeguards as when all parties interested were before it.—COUNSEL, *Byrne*, Q.C., and *Oswald*; *Farwell*, Q.C., and *Gatey*; *Bardswell*; *Method*. SOLICITORS, *A. W. Mills*, for *Mayhew & Sons*, Saxmundham; *Hamlin, Grammer, & Hamlin*, for *R. B. Moore & Sons*, Birkenhead; *Chester, Mayhew, Broome, & Griffiths*, for *J. P. McKenna*, Liverpool.

GEDYE *v.* **THE COMMISSIONERS OF HER MAJESTY'S WORKS AND PUBLIC BUILDINGS**—North, J., 21st February.

PUBLIC BODY—COMPULSORY TAKING OF LAND—PAYMENT OF PURCHASE-MONEY INTO COURT—PAYMENT OUT TO PERSON IN POSSESSION—LAND SOLD AS FREEHOLD—LEASEHOLD TITLE ADDUCED—ABSENCE OF CLAIM BY REVERSIONER—LANDS CLAUSES CONSOLIDATION ACT, 1845, s. 79.

The question in this case was, whether a person, whose house had been taken compulsorily by a public body, under the provisions of the Lands Clauses Consolidation Act, 1845, and who claimed to be the owner of the house in fee, but could only adduce a title to the residue of a long term of years, was, after the expiration of twelve years from the end of the term, entitled to have that part of the purchase-money which represented the value of the reversion in fee paid out to him (he having already received the value of the leasehold interest) as being the person "in possession" of the house within the meaning of section 79 of the Lands Clauses Consolidation Act, 1845, it not being known who the reversioner was. The house in question was No. 13, Clement's-lane, and it was purchased by one Gedye in 1856, and was assigned to him on the 6th of May in that year. At the time of this purchase it was stated by Gedye's vendor that his title was derived under a long term of years, the exact date of the commencement of which was not known, but that there was a recital in an old deed to the effect that at Michaelmas, 1771, the term had still 107 years to run. The house was assigned to Gedye for the residue of the term, and for all other the interest of the vendor (if any). For many years previously Gedye's predecessors in title had paid no rent for the house, and after his purchase no rent was ever paid. It was not known who the reversioner was. Under these circumstances Gedye believed that he would, by virtue of the Statute of Limitations, become the absolute owner of the house in fee simple, and he acted as if he were the absolute owner by granting a lease of the house to a tenant for a term of twenty-one years from Michaelmas, 1863, which extended six years beyond his own term. In 1865 the Courts of Justice Concentration (Site) Act, 1865, was passed, and under it the defendant commissioners were empowered to acquire certain property, including Gedye's house, for the purpose of a site for the concentrated courts of justice. With this Act the Lands Clauses Consolidation Act, 1845, was incorporated. The commissioners gave notice to Gedye that they required to take his house. He sent in a claim for compensation, on the footing of being the owner of the house in fee. On the 23rd of April, 1866, the compensation was assessed by a jury at £1,110. On the 13th of October, 1866, Gedye sent an abstract of his title to the commissioners' solicitors. In the course of investigating this title and the title to some adjoining houses, which had been also taken by the commissioners, the solicitors discovered that in July, 1578, a plot of land, upon which Gedye's house and some adjoining houses were afterwards erected, was demised by one Clyfton to one Crouch, for the term of 300 years from the 24th of June, 1578, at the annual rent of £5 for the whole plot. A claim for compensation was sent in to the commissioners on behalf of some persons who alleged that they were the owners of the reversion in fee subject to the lease, but the claim was not prosecuted. The commissioners declined to pay Gedye the amount which had been assessed as compensation on the footing of his being the owner of the house in fee, and in 1867 he commenced this suit in the Court of Chancery, claiming the specific performance of the contract by the commissioners for the purchase of his house. On the 9th of March, 1869, on the further consideration of the suit, an order was made (by consent and without prejudice to the plaintiff's claim to the reversion) that the value of the plaintiff's leasehold interest in the house should be taken to be £500, and that, on payment of this sum to him, he should assign his leasehold interest to the commissioners, and it was further ordered that the commissioners should, on or before the 30th of April, 1869, pay into court the sum of £705 as the value of the reversion in fee simple expectant on the determination of the plaintiff's term. The £705 was to be invested and the dividends accumulated. On the 22nd of March, 1869, the commissioners paid the £705 into court, and executed a deed poll, under section 77 of the Lands Clauses Consolidation Act, 1845, vest-

ing the reversion in themselves. The present application was made, by a summons in the action, by a person to whom Gedye had assigned his interest, asking that the fund in court, which had arisen from the investment of the £705, and the accumulation of the dividends thereon, might be transferred to him. Since the expiration of the term of 300 years in June, 1878, no claim had been made to the reversion in fee of the house. On behalf of the claimant it was contended that the compulsory taking of the house by the commissioners could not affect the rights *inter se* of the termor and the reversioner; that the money paid into court had been substituted for the land; and that the case ought to be treated as if Godye, and the claimant in succession to him, had remained in possession of the house up to the end of the term of 300 years, and afterwards up to the present time. *Ex parte Winder* (6 Ch. D. 696), *Ex parte Chamberlain* (14 Ch. D. 323), and *Re Evans* (42 L. J. Ch. 357) were cited.

North, J., refused the application. He thought that the applicant had not made out any title to the reversion. The term had expired and Gedye had been paid for his interest in it. Neither Gedye nor the applicant ever had any inchoate title by possession of the reversion. Neither of them ever entered into possession as reversioner, or did any act amounting to a claim to the reversion. In the cases cited it had been decided, with reference to section 79 of the Lands Clauses Consolidation Act, that, when a person had been found in possession of land taken by a company, and he had acquired an inchoate title by possession under the Statute of Limitations, such a possession was within section 79, and the purchase-money paid in by the company would be paid out to him in the absence of any other claimant. His lordship would have followed those decisions if there had been a similar possession in the present case, even if it had lasted for a shorter time. But in the present case the claimant had never had any possession of the reversion, actually or constructively.—Counsel, *Borthwick; Vaughan Hawkins.* Solicitors, *C. M. Hotson; Solicitor to the Treasury.*

AYLWARD *v.* **LEWIS**—North, J., 20th February.

Practice—Foreclosure—Death of Mortgagor after Date of Certificate and before Expiration of Time Limited for Redemption—Appointment of Representative for Purposes of Action—R. S. C., XVI., 46.

The question in this case was, whether an order for foreclosure absolute could be made so as to bind the estate of a mortgagor, who had died insolvent after the date of the chief clerk's certificate, and before the expiration of the time limited for redemption. He had no legal personal representative, but a person had been appointed, under rule 46 of order 16, to represent him for all the purposes of the action. The defendant made default in pleading, and the judgment for foreclosure was given on the 15th of February, 1890. By it the time limited for redemption by the defendant was six months from the date of the chief clerk's certificate. The certificate was dated the 22nd of May, 1890, and, consequently, the period for redemption expired on the 22nd of November, 1890. After the date of the certificate the defendant died insolvent, and no representation was taken out to his estate. On the 14th of November, 1890, an order was, on the plaintiff's application, made in chambers appointing the defendant's brother, who was one of his next of kin, to represent the defendant's estate for all the purposes of the action. And it was ordered that the plaintiff should serve the order on the brother on or before the 19th of November, 1890, and that, on the service being effected, and in default of payment of the sum found due on or before the 24th of November, 1890, the brother, as representing the defendant's estate, should be absolutely foreclosed. This order was duly served on the brother. A receiver had been appointed in the action, and he had in his hands a balance of moneys received by him, which had not been included in the chief clerk's certificate. A motion was now made on behalf of the plaintiff that the receiver might be ordered to pay this balance to the plaintiff; that the receiver might then be discharged; and that the period for redemption might be enlarged to the 27th of February, 1891, the redemption to be on payment of the amount found due by the chief clerk, less the balance in the hands of the receiver. In support of the motion *Peat* v. *Gott* (W. N., 1885, p. 46) and *Neal* v. *Barrett* (W. N., 1887, p. 88) were cited, as shewing that the order appointing the brother as representative had been properly made.

North, J., refused the application. He was not satisfied that the order appointing the brother as representative was a right order, and, if it were right, it did not follow that the defendant's estate could be now foreclosed. That estate was not represented, except by the brother, who might have no interest in it. His lordship had held in another case (following a decision of the Court of Appeal) that an insolvent trustee did not as a party to an action sufficiently represent his *cestuis que trustent* so as to bind them. His lordship was not satisfied that a person, who had not got in his hands the estate of the mortgagor with which to pay the amount found due by the certificate, could properly represent that estate in a foreclosure action, there being no person before the court who had any control over the estate.—Counsel, *Vernon R. Smith.* Solicitors, *Bell, Brodrick, & Gray.*

HAMILTON *v.* **BROGDEN**—North, J., 20th February.

Practice—Receiver—Judgment Debtor—Equitable Execution—R. S. C., L., 15A.

The plaintiffs in the action were judgment creditors of the defendants, and they applied for the appointment of a receiver by way of equitable execution, and for an order for discovery in aid of execution. On the hearing of the motion on a former occasion (*ante*, p. 206) North, J., made an order for the attendance of one of the defendants before an examiner for examination as to his property. From the examination of the defendant in pursuance of this order it appeared that he was possessed of some furniture, which he had let with a house of which he had been tenant. The defendant's tenancy had expired, but his tenant continued in the occupation of the house under the superior landlord, and continued also to rent the furniture from the defendant. The defendant had also some debentures of a company. He had pledged them as security for a debt, but, subject to the pledge, they belonged to him. The defendant was a director of some companies, and in that character a considerable sum was due to him in respect of fees, and fees might become due to him in the future. The motion now came on again for hearing.

North, J., appointed a receiver of the rent of the furniture, and of the debentures, and any money which might be receivable by the defendant in respect of the pledge, in case the pledgee should realize his security. But his lordship refused to appoint a receiver of the directors' fees. As to the fees already earned, the plaintiffs could obtain legal execution by means of attachment. And, as to the future fees, the effect of appointing a receiver might be to destroy the property.—Counsel, *A. Hopkinson; Mulligan.* Solicitors, *Rowcliffes, Rawle, & Co.; Smiles & Co.*

Re **TREDWELL, JAFFRAY** *v.* **TREDWELL**—North, J., 17th February.

Will—Construction—Time for Payment of Legacies—General Intention of Testator prevailing against Express Words.

The question in this case was, whether certain legacies, which a testator had by his will expressly directed to be paid on the death of his wife, were payable upon her second marriage. The testator devised all his real estate to the use of his wife during her life, provided she should so long remain his widow. And he bequeathed all his personal estate not specifically bequeathed, and devised all his real estate, subject to the interest of his wife therein, to trustees, upon trusts for sale and conversion and investment of the proceeds as therein mentioned. The real estate was to be sold at any time after the death or marrying again of the testator's wife, or in her lifetime with her consent while she should be in occupation or receipt of the rents and profits of the real estate. Out of the proceeds of sale and conversion the trustees were to pay the testator's debts and funeral and testamentary expenses, and certain pecuniary legacies amounting to £4,250, and were to invest the surplus, and they were to hold the trust fund upon trust to pay the income thereof to his wife during her life or until she should marry again, and from and immediately after her marrying again, then, in lieu of the provision before made for her, to pay to her for the remainder of her life an annuity of £2,000, and upon trust to pay to E. S. (a lady) during the life of the testator's wife, provided E. S. should so long remain single, an annuity of £250, but, in the event of E. S. marrying in the lifetime of the wife with the approbation of the trustees, then in lieu of the said annuity the testator bequeathed to her a legacy of £5,000, which he directed should go in diminution of the legacy thereinafter given to her. The will proceeded "and from and immediately after the decease of my wife, upon trust thereout to levy and pay the legacies hereinafter given and bequeathed, all which said legacies, although the payment thereof is postponed until after the decease of my wife, I direct shall be deemed and taken as vested immediately upon my own decease." The testator then enumerated forty-seven pecuniary legacies, one of which was a legacy of £20,000 to E. S., subject to be reduced by the sum of £5,000 as thereinbefore mentioned. The forty-seven legacies amounted to £149,500. The testator then gave to his trustees the sum of £5,000 "upon trust to divide the same amongst such charitable institutions as my wife shall, by her will, name and appoint." And as to all the residue of the trust fund and of his estate, real and personal, he gave, devised, and bequeathed the same in equal shares to three persons named. Some time after the death of the testator his widow married again, and the question was then raised whether the forty-seven legacies were payable immediately, or whether the payment must be postponed until her death, so that the income of the sum representing the amount of those legacies would fall into the residue until the death of the widow.

North, J., held that the forty-seven legacies were payable immediately. He said that the argument on behalf of the legatees was, that an examination of the whole will shewed that, by referring in the passage in question to the death of his wife, the testator was merely adopting a compendious phrase to express the determination of the interest given to her in his whole estate during her life, provided she did not marry again. If this was the true construction of the will as a whole, the general intention thus shewn must prevail, notwithstanding the somewhat conflicting language of the particular clause by which these legacies were given. Looking at the will as a whole, it was clear that, subject to specific and pecuniary bequests of very small amount comparatively, the wife was preferred to anyone else as the recipient of the whole income, and the payment of the legacies in question, though they vested indefeasibly at the testator's death, was certainly so far deferred that it was not to interfere with the wife's receipt of the income of the whole estate, so long as she was entitled to receive it. Although the object of postponing the payment of these legacies while the wife took the whole income was obvious, no reason was given why they should be postponed further. It seemed extremely improbable that this should be done in order to give the legatees of the residue during the remainder of the widow's life the income of the fund appropriated to provide for the legacies, although the capital of the fund could never come to them, and still more improbable that, if there was any such intention, it should not be mentioned in the will, but left to operate through a general residuary disposition. Again, his lordship thought that the express direction that the legacies were to vest at once, though not to be paid till after the wife's death (whatever that might mean), indicated very strongly that it was by reason of the prior interest of the wife only that the payment was postponed. His lordship could not help feeling

strongly, from the whole scope of the will, that the testator was intending to prefer his wife, while his widow, to everyone, and, subject to her paramount interest, to prefer the pecuniary legatees now claiming payment to the residuary legatees, and not the latter to the former. In several passages in the will the testator spoke of his wife's interest being for life, determinable on her marrying again, and when, in the gift of those legacies, he spoke of his wife's death, his lordship was satisfied that he was referring to the coming to an end of her life interest—that is, her life interest determinable as already mentioned. A series of authorities from *Luxford* v. *Cheke* (3 Lev. 325) downwards had established that, when a testator devised property to his wife for life, if she should so long continue his widow, and, if she should marry, over, the gift over took effect upon the determination of her estate, whether she married again or not; upon her marriage, if she married; upon her death, if not. His lordship referred to *Brown* v. *Hammond* (Joh. 210), *Wardroper* v. *Cutfield* (33 L. J. Ch. 605), and *Underhill* v. *Roden* (2 Ch. D. 497). It was clear, therefore, that in the present case, if the direction had been for payment of these legacies on the remarriage of the wife, they would have taken effect on her death without having married again. The principle seemed to be, that, when a testator who had given an estate to his wife for life, if she so long remained unmarried, that is, during her widowhood, gave it over on her marriage, he must be taken to be referring to the determination of her life estate upon whichever of the two events that determination took place. In the present case the reference was to the death of the wife, instead of her marriage, but the same principle applied to both. And his lordship did not think the case less strong where the death of the wife was the event referred to (which must necessarily happen, though it might not be the cause of the determination of the wife's estate), and not the contingent event of marriage. This view was borne out by authorities such as *Bainbridge* v. *Cream* (16 Beav. 25), *Stanford* v. *Stanford* (34 Ch. D. 362), and *Re Dear* (38 W. R. 31). His lordship thought that he should be laying himself open to the reproof of Jessel, M.R., in *Underhill* v. *Roden* if he did not follow those cases. He thought that the legacy to E. S. and the legacy of £5,000 to charities to be named by the widow were in no way inconsistent with this construction. As to the legacy to E. S., no difficulty could arise, if the principal legacy of £20,000 was payable to her, as he held that it was, on the widow's marriage. When that legacy had been paid in full there could be no further sum of £5,000 to receive, and, as the £5,000 would have been received, the annuity, for which that sum was the commutation, would have come to an end. And this was exactly the result arrived at from reading the will as giving the annuity to E. S.—not "during the life of my said wife"—but "during the continuance of my wife's life interest determinable as aforesaid," corresponding exactly with the words making the capital payable on the determination of that interest. The charitable bequest was a wholly independent gift, not stating in terms whether it was to be paid at the wife's death or marriage.—COUNSEL, *Theobald; Cozens-Hardy*, Q.C., and *W. C. Druce; Rigby*, Q.C., and *Methold; Ingle Joyce; Chataway*. SOLICITORS, *Whittington, Son, & Barker; Spencer Whitehead; Emmett, Sons, Stubbs, & Melhuish; Hare & Co.*

Re **TYLER, TYLER** *v.* **TYLER**—Stirling, J., 21st February.

WILL—LEGACY—"MORE OR LESS"—ADEMPTION—TRUST FOR KEEPING UP TOMB—PERPETUITY—CHARITABLE TRUST.

Adjourned summons. Sir James Tyler made his will, dated the 18th of April, 1882, and thereby appointed his brother the Rev. W. Tyler and his brother C. Tyler to carry out his wishes "in respect of moneys . . . not disposed of in other ways." His will contained the following bequests. "I give to the Master and Wardens and Court of Assistants of the Merchant Taylors' Company the sum of £42,000 New 3 per Cents., more or less, at the time of my death, wishing them to pay a rent-charge to my brother the Rev. William Tyler of £800 for life, and a further rent-charge of £50 a year to Miss Sarah Dempster, of Cornfield-terrace, Eastbourne, Sussex, for life. Knowing the interest I take in our convalescent homes, and the Ladies' Home in particular, the court will use the money for that good purpose. I give the money without restriction." . . . "I give to the British and Foreign Bible Society, the trustees of the same for the time being, the sum of £42,000, with a rent-charge to my brother George Tyler, Esq., of £1,000 a year for life, and a further rent-charge to Mr. William Ellis, the younger, of 111, New North-road, Hoxton, Middlesex, of £100 a year for life. This £42,000, more or less at the time of my death to be the Brazilian Five per Cent. stock. I give to the trustees for the time being of the London Missionary Society the sum of £42,000 Russian Five per Cent. stock, with a rent-charge to my brother Charles Tyler, Esq., of £1,000 for life. Also I commit the keeping of the keys of my family vault at Highgate Cemetery to their care and charge, my brothers to be buried in the vault if they wish, and to use the same if they wish for any member of the family, the same to be kept in good repair and name legible, and to rebuild when it shall require; failing to comply with this request the money left to go to the Blue Coat School, Newgate-street, London. I make this rough plan of my wishes in case anything should unexpected happen to my life, and trust in the good faith of my brothers to carry out my wishes to the full." The testator made a codicil to his will dated March 17, 1890, and thereby made the Rev. William Tyler his residuary legatee. The testator died on the 5th of April, 1890. At the date of his will he was possessed of exactly £42,000 New £3 per Cent. Annuities, of exactly £42,000 £5 per Cent. bonds of the Brazilian Government of the issue of 1875, and of exactly £42,000 £5 per Cent. bonds of the Empire of Russia of the issue of 1873. On the 9th of March, 1888, the testator sold the whole of the £42,000 New £3 per Cent. Annuities, and from that date down to the time of his death he held no such annuities. The proceeds of the sale he appears to have invested in India £3 per Cent. Stock, which (with an addition thereto) he held at the time of his death. Previously to 1889 some of the £42,000 Brazilian Five per Cent. bonds were drawn, but the proceeds were invested in similar bonds, and some further purchases were also made. In 1889 these bonds were converted by the Brazilian Government into Four per Cent. bonds; and in pursuance of an option given to him the testator accepted such Four per Cent. bonds with a small sum in cash in lieu of his holding of £5 per Cent. bonds. These Four per Cent. Brazilian bonds the testator continued to hold until the time of his death. In the same year, 1889, the Russian Government converted the Five per Cent. bonds of the issue of 1873 into Four per Cent. bonds; and in pursuance of an option given to him the testator accepted such Four per Cent. bonds with a small sum of cash in lieu of his holding of Five per Cent. Russian bonds of the issue of 1873. These Four per Cent. Russian bonds the testator continued to hold to the time of his death. At that time Russian Five per Cent. bonds were still to be purchased in the market; but no Russian stock ever existed. There was evidence that Russian bonds were constantly referred to as Russian stock. The Rev. W. Tyler took out an originating summons asking for these questions to be determined: (1) Whether the legacies of £42,000 New £3 per Cents. to the Merchant Taylors' Company, £42,000 Brazilian Five per Cent. Stock to the trustees of the British and Foreign Bible Society, and £42,000 Russian Five per Cent. Stock to the trustees of the London Missionary Society, or any and which of them, had been adeemed, &c.; (2) whether the rent-charges to W. Tyler, G. Tyler, W. Ellis, the younger, and C. Tyler, or any and which of them, were payable; (3) in the event of the court being of opinion that the said legacy of £42,000 Russian Five per Cent. Stock had not been adeemed, whether the condition attached thereto by the testator was binding on the trustees of the London Missionary Society. The Rev. W. Tyler died subsequently to the summons being taken out, and the proceedings were continued by his executrix.

STIRLING, J., said (in a considered judgment) that the first point to be considered was the nature of the three legacies of £42,000—were they specific, demonstrative, or pecuniary? If the first legacy of £42,000 New £3 per Cents., "more or less at the time of my death," was to be treated as a pecuniary or demonstrative legacy, no meaning could be attached to the words "more or less." It seemed to be a gift of the New £3 per Cents. to which the testator should be entitled at the time of his death, amounting, more or less, to £42,000, and was, therefore, specific: *Bothamley* v. *Sherson* (23 W. R. 848, L. R. 20 Eq. 304). The testator had not at his death any stock to answer this description, so this legacy failed. To the next bequest "this £42,000, more or less at the time of my death, to be the Brazilian Five per Cent. stock," the same principle applied, and it must be taken to be specific. The Brazilian Five per Cent. bonds had been converted into Brazilian Four per Cent. bonds, and it was now contended that, as this conversion was not the voluntary act of the testator, there was no ademption. The testator had, however, exercised the option offered him by the Brazilian Government, of conversion, and had accepted the Four per Cent. bonds. In support of the argument that no ademption had taken place, there had been cited *Partridge* v. *Partridge* (Cas. t. Talbot, 226), *Browne* v. *Maguire* (Beatty, 358), *Okes* v. *Okes* (9 Hare, 666), and *Morrice* v. *Aylmer* (23 W. R. 221, 7 H. L. 717). As to *Partridge* v. *Partridge*, it seemed to have decided on the ground that ademption rested on a supposed alteration of the intention of the testator: Cas. t. Talbot, pp. 227—8; but more recent authorities had laid down that the true question was not what was the testator's intention, but whether the specific thing was in existence at the testator's death: *Ashburne* v. *Macguire* (2 B. C. C. 108), *Stanley* v. *Potter* (2 Cox, 182), *Barker* v. *Rayner* (5 Madd. 208, 2 Russ. 122), *Pattison* v. *Pattison* (1 M. & K. 221). [His lordship stated the effect of *Browne* v. *Maguire*, *Okes* v. *Okes*, and *Morrice* v. *Aylmer*.] The question was, Had the testator at his death any such "Brazilian Five per Cent. Stock"? He must be taken not to have such stock, and consequently this legacy also failed: *In re Lane* (14 Ch. D. 856). The third legacy was in a different position. It was a bequest simply of "the sum of £42,000 Russian Five per Cent. Stock." It had been held repeatedly that such a bequest was not specific: see *Macdonald* v. *Irvine* (26 W. R. 381, 8 Ch. D. 101), *Brousden* v. *Winter* (1 Amb. 57), *Robinson* v. *Addison* (2 Beav. 215), *Mytton* v. *Mytton* (23 W. R. 477, 19 Eq. 30). In the present case there were no indications of a contrary intention, so this gift must be held good, as there was Russian Five per Cent. Stock in existence at the testator's death, and it must be treated as a legacy of such a sum as, at the testator's death, was the value of £42,000 Russian Five per Cent. Stocks: *In re Gray* (35 W. R. 795, 36 Ch. D. 205). As the first two legacies failed, the so-called rent-charges to the Rev. W. Tyler, G. Tyler, and W. Ellis failed also. That in favour of C. Tyler would take effect, and would begin to run from the time when the legacy of £42,000 Russian Stock became payable or was paid. As to the condition attached by the testator to the legacy to the London Missionary Society, such condition was good. A trust for keeping up a tomb (not part of a church) was doubtless bad, as not being charitable and as creating a perpetuity (*Thomson* v. *Shakespear*, 1 De G. F. & J. 399; *Rickard* v. *Robson*, 31 Beav. 244; *Hoare* v. *Osborne*, 14 W. R. 783, 1 Eq. 585), but the question now was whether the gift over, in the event of the tomb failing to be kept in repair, to another charity is bad. The rule against perpetuities had no application to a transfer in a certain event from one charity to another: *Christ's Hospital* v. *Grainger* (1 M. & G. 460). His lordship was unable to see that the condition led necessarily to any breach of trust on the part of the trustees of the society, by diverting from their proper purpose any funds devoted to charitable purposes, as any funds which might be required for repairing the vault might readily, doubtless, be obtained from persons willing to subscribe for the purpose of retaining the administration of this large fund by the society. In his opinion the condition was good. [His lordship concluded his judgment by expressing the hope that those on

whom the testator's residuary estate might descend would not prove unworthy of the confidence which the testator had evidently reposed in his brothers, and would see their way to benefit both the charitable institutions and the individuals designated as the objects of the testator's bounty.]—Counsel, *G. Hastings*, Q.C., and *W. Micklem*; *P. Beale*, Q.C., and *P. W. Bunting*; *W. F. Robinson*, Q.C., and *H. J. Hood*; *Ingle Joyce*; *H. B. Buckley*, Q.C., and *Comyns Tucker*; *Vaughan Hawkins*. Solicitors, *Hollams, Sons, Coward, & Hawksley*; *A. G. Parson*; *Leonard & Leonard*; *Beachcroft, Thompson, & Co.*; *Gard, Hall, & Rook*.

Re **NATIONAL DEBENTURE AND ASSETS CORPORATION (LIM.)**—Kekewich, J., 19th February.

Company—Certificate of Incorporation—Signatories to Memorandum of Association—Companies Act, 1862, ss. 6, 18.

The question in this case was whether the court had jurisdiction under the Companies Acts to wind up a company registered as a limited company, but the memorandum of association of which had been signed by less than seven persons. In October and November, 1890, the corporation passed resolutions for a voluntary winding up, and appointed a liquidator. A supervision order was subsequently made by the court. This was a creditor's petition for a compulsory winding up. The evidence went to shew that one of the signatories to the memorandum of association had signed twice, once in his own name, and once in another name.

Kekewich, J., said that the petition was based upon fraud on the part of the company and its promoters, and as an illustration of fraud it was alleged that more than two persons forming the company were represented by one. Upon this it was said that the company was illegally registered, and that there never had been a company under the Companies Act. The point turned upon section 18, which said that the certificate of incorporation given by the registrar should be conclusive evidence that all the requisitions of the Act in respect of registration had been complied with. That section referred back to section 6, which might be read as implying that the subscription of seven or more persons was one of the requisitions of the Act in respect of registration; but it did not seem clear from the language of the Act whether that was one of the requisitions compliance with which was conclusively shewn by the certificate of the registrar. Apart from authority it seemed unreasonable to suppose that the certificate should be held to certify conclusively that the memorandum had been signed by seven persons, when, in fact, not one of them had signed at all, or the signatories were lunatics, or under other incapacity. His lordship then referred to *Oakes* v. *Turquand* (16 W. R. H. L. Dig. 14, 2 E. & I. App. 325), *Peel's case* (15 W. R. 391, L. R. 2 Ch. App. 674), and *Baroness Wenlock* v. *River Dee Co.* (37 W. R. Dig. 43, 38 Ch. D. 534), and said that upon the Act and the authorities he was of opinion that the certificate could not be treated as conclusive of the fact that seven persons had signed the memorandum of association. The case being that seven persons had not signed the memorandum, there was no company incorporated. The petition must be dismissed.—Counsel, *Warmington*, Q.C., and *C. E. E. Jenkins*; *Marten*, Q.C., and *Warrington*; *Renshaw*, Q.C., and *Ribton*; *Dunham*. Solicitors, *Saunders, Hawksford, Bennett, & Co.*; *Goldring, Mitchell, & Phillips*; *Watson & Watson*; *Edward Lee & Davis*.

M'MAHON *v.* **NORTH KENT IRONWORKS (LIM.)**—Kekewich, J., 20th February.

Company—Debenture—Receiver—Principal not Immediately Payable.

Motion by debenture-holders for the appointment of a receiver of the property and assets of the company. The debentures were charged on all the property of the company, including uncalled capital; the principal was payable on the 1st of January, 1892, and became immediately payable on default in payment of interest, or if an order were made or an effective resolution passed for winding up the company. None of these events had happened, and the principal was therefore not immediately payable, but the company's works were closed, and it was admittedly insolvent. The company appeared, but did not oppose the application.

Kekewich, J., said that a mortgagee had a right to have his security protected if it was in jeopardy, and appointed a receiver of the property comprised in the debentures until judgment or further order.—Counsel, *Marten*, Q.C., and *Eve*; *K. H. Heath*. Solicitors, *Slaughter & May*; *C. T. Whinney*.

Re **FUENTE'S TRADE-MARKS**—Romer, J., 13th February.

Trade-Mark—Dishonest User of Mark—New Mark.

In this case the question arose for decision whether, when a trader has used a mark for some time which contained a fraudulent misrepresentation, he can afterwards discard that fraudulent portion and register the remainder as a new mark. The applicant, Fuente, applied to register three trade-marks. The application with regard to two of these, Nos. 67,418 and 67,419, alone call for a report. No. 67,419 consisted of three labels for cigar boxes. Two of these each represented two female figures, Commerce and Agriculture, holding a medallion of another female head, over which was written "La Republica Francesa de la Union, Fabrica de Tabacos Superiores." The third label was an oval one containing the words "Vera Cruz," and the signature "J. Fuente." There were various objections put forward by Messrs. Pinto to the registration of this mark, the two most important being that the words "La Republica Francesa de la Union" conveyed a misrepresentation, and that the applicant had used the word "Habana" in connection with his trade-mark so as to convey a misrepresentation, and that he used a statement in conjunction with the mark conveying an impression that the applicant was successor in business of Madrazo & Co., whereas he was not. The other application, 67,418, was also for three labels, two of which represented a plantation, with over it the words "Plantacion de la Union—Fabrica de Tabacos Superiores," and below, "De J. Fuente—Vera Cruz." The objections to this mark were that the words "Plantacion de la Union" meant "The Plantation of La Union," a town in the island of San Salvador, in the Pacific Ocean, and that this was a misrepresentation, and the use of the word "Habana."

Romer, J., said that applications 67,419 and 67,418 might be dealt with together. The contention of the opponents was that, in fact, these very marks had been used for a long time before the application in a form practically the same, except that instead of Fuente's name the name of Madrazo & Co., or their initials, in combination with the word "Habana," appeared on the labels. It had been shewn that since the passing of the Merchandise Marks Act in 1887 the applicant had dropped the word "Habana," and had used instead his own address in Mexico. What he had first to decide was whether the mark as previously used was fraudulent. He thought it was. It was clear that Madrazo & Co. were stated as having their place of business at "Habana," which was not true. This had continued up to the time of launching this application. Was, then, the applicant entitled to register these marks as new ones? It had been admitted that the object of the application was to enable the applicant to obtain the benefit of the old user of the marks, which user he held fraudulent. That could not be allowed. Further, the effect of registration might well be to deceive any person who had been accustomed to deal with the applicant's cigars under the old form of label, and who believed they came from Habana. He might buy cigars under the new label, believing them to be Habana cigars, and not noticing the difference between the labels. The substance of the objection was that the applicant, by registering, might obtain the benefit of the old fraudulent user. The point was a new one, and he would not be the first to assist the applicant in such a case. The application, therefore, failed.—Counsel, *Neville*, Q.C., and *Muir*; *Aston*, Q.C., *John Cutler*, and *MacColl*. Solicitors, *S. Chapman*; *James Curtice*.

Bankruptcy Cases.

Ex parte **THE OFFICIAL RECEIVER**, *Re* **BAKER**—Q. B. Div., 9th February.

Bankruptcy—Disclaimer—Close of Bankruptcy—Application to extend Time to Disclaim—Bankruptcy Act, 1883, s. 55.

This case raised a question of importance having regard to the change which have recently taken place in the Official Receiver's Department in Bankruptcy. By an order made by the Board of Trade on March 31, 1890, Mr. George Wreford was appointed Senior Official Receiver in the place of Sir R. P. Harding, who up to that time had acted as Chief Official Receiver in Bankruptcy; and by the same order all such estates as were then vested in Sir R. P. Harding as trustee by virtue of his office were transferred to and vested in Mr. Wreford, to the number of about 1,000. On June 19, 1890, a letter was received by the Senior Official Receiver from Messrs. Burgess & Cosens, solicitors, asking if he had ever disclaimed the lease of certain premises known as "Clairvaux," Rectory-road Beckenham, and stating that such premises were occupied by the bankrupt, who found himself unable to pay the rent, and that the bankrupt's wife, for whom they acted, had hitherto done so out of her separate estate. This was the first intimation Mr. Wreford had of the existence of the said lease, and on June 24, 1890, he received from Messrs. Burgess & Cosens the lease, which was dated June 23, 1882, and by which the said premises were demised by one R. H. Axford to the bankrupt for a term of twenty-one years from Lady Day, 1882, upon a repairing tenancy at a yearly rental of £160. On June 25, 1890, notice was sent by the Senior Official Receiver to the lessor of intention to disclaim the premises, and on June 27 a letter was received from the lessor's solicitor stating that certain sums were due to him for rent, and in respect of charges for repairs of roads, and also that the premises required considerable outlay to repair them in conformity with the covenants of the lease, but that if these matters were taken into consideration, together with the fact that property in the neighbourhood had depreciated in value, he was prepared to deal with the question of the surrender of the lease on equitable terms. On June 27, 1890, formal notice of disclaimer of the property was forwarded to the lessor, upon which certain further correspondence took place, the effect of which shewed that all rent in arrear, with the exception of the quarter due at Michaelmas last, was paid to the lessor by the bankrupt and accepted by him; but he refused to accept the disclaimer, on the ground that the Senior Official Receiver was personally liable to perform all the lessee's covenants in the lease. From an inspection of the file of proceedings in the bankruptcy kept by the court, it appeared that a receiving order was made against the bankrupt in March, 1884, and he was adjudicated bankrupt on the same day. On March 13, 1884, an order was made for the administration of the estate in a summary manner, and thereupon Sir R. P. Harding, as Chief Official Receiver, became trustee of the bankrupt's property. The bankrupt had not applied for his discharge, and the lease was not disclosed in the bankrupt's statement of affairs or on his public examination, there being nothing upon the file of proceedings to shew the existence of the lease. From an inspection made amongst the papers formerly in the custody of Sir R. P. Harding, however, it did appear that on March 8, 1884, the bankrupt was examined privately as to his affairs by the chief clerk to the Chief Official Receiver, when he stated that he had a repairing lease of the house at Beckenham. The lease was not given up, but on March 10, 1884, the premises were inspected on behalf of the Chief Official Receiver, when it was reported that the whole of the furniture was claimed by the bankrupt's wife. In November, 1886, Sir R. P. Harding

reported to the Board of Trade that the estate had been fully realized, and that he had closed his books in relation to such estate. Under these circumstances Mr. Wreford, the present Senior Official Receiver, applied to the registrar to extend the time for disclaiming up to and including June 27, 1890, and to declare that the disclaimer executed on that day was valid; or to give such further extension as might be necessary to enable the trustee to disclaim. The question, being one of difficulty, was referred to the bankruptcy judge for decision.

CAVE, J., said that he entertained no doubt that the present trustee was affected by the acts and omissions of his predecessor, and, accordingly, on his appointment the lease vested in him, and that he was not in a position to disclaim without leave of the court extending the time for disclaimer. Undoubtedly the leave of the court ought not to be given without good reason being shewn why time should be extended. The circumstances of the present case were very peculiar. It did not appear that the former trustee or the present trustee, up to the date of the letter from the solicitors, had ever claimed any rights in respect of the lease, or had any notion that they were under any liability with regard to it, and the conclusion the court came to was that the landlord was really indifferent in the matter. He must have known that it was in the highest degree unlikely that the official receiver would abstain from disclaiming; but, on the other hand, the landlord had a tenant in possession who was married to a lady who was able to pay the rent, and who had property in the house. Under these circumstances the landlord had nothing to gain by telling the trustee to disclaim by giving him the notice required by section 55 of the Bankruptcy Act, 1883. The court could only come to the conclusion, looking at all the circumstances, that the landlord was content to let matters stand, expecting to get his rent from the wife, and knowing that in any event he could distrain on the goods. Of course it was not desirable that matters should be so left, and the former trustee ought to have given notice of disclaimer within the time limited, but the court failed to see that the landlord had sustained any damage, and there was reason to suspect that the extra rent received by him during the last few years had been sufficient, or more than sufficient, to compensate him for any breach of the covenants to repair. The landlord did not appear ever to have looked to the liability of the official receiver, and but for the letter giving him notice of intention to disclaim, which put him on an inquiry as to his position, he would have done nothing. The time for disclaiming must be extended for a week from the present date. Then came the question on what terms that should be done, because when there had been a neglect of what was required, if time was extended it ought only to be on terms fair to all parties. But here the landlord had sustained no damage. He had got full rent for some years, which was quite enough to compensate him for any damage. He had held out for more, but the only terms the court could impose were that the rent should be paid down to September 29. The landlord had been offered that, and he ought to have accepted it at the time, and allowed the disclaimer of the lease.—COUNSEL, *Muir Mackenzie; E. C. Willis*, Q.C., and *F. C. Willis*. SOLICITORS, *The Solicitor to the Board of Trade; A. G. Ditton*.

Solicitors' Cases.

Re **D. H. PORRETT**—Kekewich, J., 20th February.

PRACTICE—SOLICITOR—COSTS—POWER OF DISTRICT REGISTRAR OF LIVERPOOL TO ENTERTAIN A PETITION OF COURSE FOR DELIVERY OF A BILL OF COSTS—REMOVAL TO LONDON—R. S. C., XXXV., 6A. (SUB-RULE 2), 16; LXII., 18.

In this case a question arose whether the registrar of the Liverpool District had power to make an order of course for delivery of a bill of costs by a solicitor. The order was made on the 3rd of February on a petition of course in the usual way, and directed delivery of the bill within fourteen days, and referred it to one of the district registrars at Liverpool to tax and settle the said bill. The petitioners, the Animal Products Co. (Limited) carried on business at Liverpool. The solicitor lived and had his office at Sheffield, and the greater part of the work in respect of which a bill was desired had been done in London and Sheffield. The solicitor moved to discharge the order, on the ground that the district registrar had no power to make an order of course, that it ought to have been referred to his lordship, and that it ought to have been drawn up, passed, and entered by the registrars of the High Court, and not at Liverpool. In the alternative the notice of motion asked that the matter might be removed to London. It was argued that the power to entertain petitions of course was by ord. 62, r. 18, transferred to the registrars of the High Court, and that ord. 35, r. 6a, sub-rule 2, and the directions given by Kekewich, J., to the district registrars of Liverpool and Manchester (Annual Practice, 610) did not extend this power to the district registrar.

KEKEWICH, J., without calling on the other side, said that he could not disturb the order. The first point depended upon the alteration made by order 35 in ord. 62, r. 18. The order was made on a petition of course, that was to say, a petition which required no answer, or service, or respondents in the ordinary sense, and on which the order was made without the attendance of any person. These orders were formerly made at the Rolls, but had now been transferred to the registrar's office, and the second branch of ord. 62, r. 18, dealt with them. They were registrar's orders, not orders which went to the chief clerks. An alteration had been made with reference to petitions in proceedings issued in the Liverpool and Manchester District Registries. As regards petitions requiring to be answered, the district registrars had been substituted for the registrars of the Chancery Division, so that petitions there might be answered at once, and not sent up to London to be answered, and then remitted to be served. Ord. 35, r. 6a, sub-rule 2, did not deal with petitions not requiring an answer. Under that rule it was clear that where a matter was commenced in the Liverpool District Registry the Liverpool district registrar was entitled to act as a registrar of the Chancery Division, and was within the second part of ord. 62, r. 18, and could make an order of course. It had been said that it was not usual for the district registrar to make such an order, and that in that sense it was irregular. Directions had been given by his lordship for the guidance of the registrars, and it was convenient to allow the provincial registrar to order delivery of bills of costs. The direction for delivery and taxation of bills of costs must be construed according to its language, and that was against the present contention. The directions referred to evidence, but there was no evidence in these cases—evidence would be inconsistent with a petition of course. There was no hearing in these cases; the registrar only had to see that the petition was in proper form. But the direction was not intended to prevent the registrar making an order on a petition of course or to make him refer such a matter to the judge, who could himself only make the common order. The result would only be to send these applications to London, and increase both trouble and expense. On these grounds the motion failed, but it was also urged that the matter ought to be removed to London. There were two classes of cases in which the court would make transfers, first, where the parties had improperly commenced proceedings in district registries in order, under the altered practice (ord. 36, r. 22a), to advance their litigation, and, secondly, where the balance of convenience was in favour of the transfer: *Re Neath and Bristol Steamship Co.* (58 L. T. 180). Here the petitioners lived and carried on business at Liverpool, and there was no reason to suppose that they presented that petition in order to get an unfair advantage. The gentleman whose bill they desired to tax lived at Sheffield, but they were not suing him—he was their creditor—and the case was not within the first principle. On the question of balance of convenience a person might or might not get to London more easily than to Liverpool. The solicitor might have agents in London, but his lordship gathered that he would think it necessary to attend in person, so that he would not want an agent. All the company's books and papers were at Liverpool, so that that would be much the more convenient place for them. The court ought not to hold that a transfer was required on the balance of convenience, and the order would, therefore, stand. Motion refused, with costs.—COUNSEL, *Bardswell; Warmington*, Q.C., and *P. O. Lawrence*. SOLICITORS, *Jaques & Co.; Fisher, Sandys, & Crosfield*, Liverpool.

LAW SOCIETIES.

UNITED LAW SOCIETY.

Feb. 16—Mr. Common in the chair.—Mr. G. L. Bannerman moved, "That cremation be made compulsory by Act of Parliament," and referred to the opinion of Mr. Justice Stephen to the effect that it was not illegal in this country. Mr. Meyer opposed the motion in a maiden speech of some ability. The motion gave rise to a very interesting discussion, in which Messrs. G. D. Elliman, Herbert Smith, F. B. Moyle, D. McMillan, M. Ahmad, J. L. V. S. Williams, A. K. Common, J. R. Atkin, and W. S. Sherrington joined. Mr. Bannerman replied. A vote was taken, when the motion was lost by a large majority.

LAW STUDENTS' JOURNAL.

THE INCORPORATED LAW SOCIETY.

PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on the 4th and 5th of February, 1891:—

Abbott, Lionel Cranfield
Adams, Cadwallader Edmund
Anderson, Edgar James Vardon
Ashe, St. George
Ayrton, Edwin
Barber, Charles Gilbart
Barchard, Eustace Heywood
Barnes, Goodwin Howard
Bass, Arthur John Vere
Bate, Launcelot Brabant
Bates, Arthur
Battiscombe, Henry James
Bayliffe, Alfred Danvers
Bedford, Herbert
Birt, Ernest William
Blair, Herbert
Brevitt, Arthur Nelson
Brown, Frederick William
Buchanan, William Samuel
Cardell, Maurice George
Cotes, Herbert Victor Merton
Cox, Henry Herbert
Curry, Charles Hector
Daly, Edwin Newton
Daniel, Henry Edwin
Davies, Arthur
Davies, Harry Arthur
Dawson, Harold Worrall
Duffell, Tom Haynes
Ellett, Robert William
Elliott, John Fisher
Ellis, John
Elmslie, John Edward Graham
Francis-Williams, Herbert
Gledhill, Willie
Green, Bernard Nuttall
Gregory, Charles
Haigh, Hubert
Haigh, William Mackenzie
Hales, Percy
Hands, Arthur William
Hankey, Charles Frederick Thornhill
Hardcastle, Guy Ralph
Harris, Alfred
Hartley, Holliday
Heath, George Somerville

Hebblethwaite, Samuel	Rastall, Herbert George
Henderson, Walter Scott	Redfern, John Edward
Hewitt, Joseph	Russell, Edwin
Howard, Arthur Edward	Shortt, Charles Septimus
Jackson, Frederick	Skynner, Charles Reginald
Jackson, Hugh MacDonald Caunter	Smith, James Robert
Jackson, William	Snow, Arthur
Jesson, Richard Charles	Spencely, Hugh
Jones, Gwilym Cleaton	Spencer, Edmund Tyndale
Josselyn, John	Stanton, Arthur William
Kino, Granville Montague	Stephens, John
Kirkup, George Edward	Stevens, Edgcombe
Kyle, George	Taylor, Claude Philip Eaton
Landau, Isaac	Thompson, Charles Edward
Laurance, Howard	Tochatti, Frederick Vincent
Laycock, William Ewart	Tompson, Edward Harvey
Lean, Frederick John	Trafford, Wilfred Broughton
Livesey, Frederick William	Turnbull, Arthur
McCandlish, George Glennie Leslie	Vaughan, Herbert
Marks, Henry	Vaux, Alfred Julian
Martinez, Robert John	Walker, Laurence Edward
Nutt, Walden Hubert	Watts, Robert Phillip Hooper
Orchard, James William	Williams, Alfred Benjamin
Outram, Herbert Ridsdale	Wilson, Charles Eustace
Parry, Alfred Ivor	Wilson, Walter
Pocock, Ernest William	Wootten, George Albert
Pumfrey, Henry	

HONOURS EXAMINATION.

January, 1891.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the examination committee recommended the following gentlemen as being entitled to honorary distinction:—

FIRST CLASS.

[In order of Merit.]

Harry Goring Pritchard, who served his clerkship with Messrs. Young & Sons, and Messrs. Sharpe, Parker, Pritchard, & Sharpe, both of London.

Thomas Henry Aldous, who served his clerkship with Mr. Charles Butcher, of London.

Thomas Estyn Jones, who served his clerkship with Mr. Samuel Smith, of the firm of Messrs. Walker, Smith, & Way, of Chester; and Messrs. Chester, Mayhew, Broome, & Griffith, of London.

SECOND CLASS.

[In Alphabetical Order.]

William Henry Cardale, who served his clerkship with Messrs. Iliffe, Henley, & Sweet, of London.

George Coplestone Carter, who served his clerkship with Mr. John Durham, of Kingston-on-Thames and London.

Martin Grunebaum, who served his clerkship with Mr. Hugh Mewburn Walker, of the firm of Messrs. Walker & Mewburn Walker, of London.

Arthur Trowbridge Keeling, who served his clerkship with Mr. William Charles Woodhouse, and Mr. Walter Trower, of London.

Sidney Alfred Mitchell, who served his clerkship with Mr. Edward Roy Longcroft, of Havant; and Messrs. Powell & Rogers, of London.

Walter Peel, who served his clerkship with Mr. Samuel Field, of the firm of Messrs. Field, Son, & Hannay, of Liverpool.

Henry Thomas Smith, who served his clerkship with Messrs. Corner & Corner, of Hereford; and Messrs. Crowders & Vizard, of London.

THIRD CLASS.

[In Alphabetical Order.]

Robert Aitken, who served his clerkship with Mr. Henry George Church, of London.

Hugh Bellingham, who served his clerkship with Messrs. Stricks & Bellingham, of Swansea; and Messrs. Tamplin, Taylor, & Joseph, of London.

Alban Gardner Buller, who served his clerkship with Mr. Alban Gardner Buller, of Birmingham; and Dr. Alfred Henry Arnould, of London.

David Frederick Cooke, who served his clerkship with Mr. Arthur Proudfoot, of London.

Frederick Graham Emanuel, who served his clerkship with Mr. William Mitchell, of London.

William Claude Fawcett, who served his clerkship with Mr. Thomas Henry Faber, of the firm of Messrs. Fawcett & Faber, of Stockton-on-Tees.

Thomas Goodair, who served his clerkship with Mr. William Hamilton Maynard, of Preston.

William Griffiths, who served his clerkship with Gwilym Cristor James, of Merthyr Tydfil; and Messrs. Schultz & Son, of London.

Kyrle Chatfield Hankinson, B.A., who served his clerkship with Mr. Henry Stopford Ram, of the firm of Messrs. Bannister, Williams, & Ram, of London.

Robert Lewis Hitchings, who served his clerkship with Mr. John Pope, of Exeter; and Messrs. Taylor, Hoare, & Box, of London.

Sidney Shea, who served his clerkship with Mr. William Henry Dees and Mr. Charles Robinson, both of London.

Frank Feusdale Smith, who served his clerkship with Mr. Alfred Taylor, of Sheffield.

Thomas Standring, who served his clerkship with Messrs. Dixon, Watts, & Elkin, of London.

William Walford, who served his clerkship with Mr. Alfred Waterhouse, of Wolverhampton; and Mr. Charles John Howe, of London.

James Henry Welfare, who served his clerkship with Mr. Charles Butcher, of London.

Edward John Welman, who served his clerkship with Mr. Joseph Welman, of London.

Frederick Bullen Wyatt, who served his clerkship with Mr. William Alford, of Crewkerne.

The Council of the Incorporated Law Society have accordingly given class certificates and awarded the following prizes of books:—

To Mr. Pritchard—Prize of the Honourable Society of Clement's-inn—value 10 guineas; and the Daniel Reardon Prize—value about 25 guineas.

To Mr. Aldous—Prize of the Honourable Society of Clifford's-inn—value 10 guineas.

To Mr. Jones—Prize of the Honourable Society of New-inn—value 5 guineas.

To Mr. Carter—"The John Mackrell Prize"—value about £12 10s.

The council have given class certificates to the candidates in the second and third classes.

Sixty-eight candidates gave notice for the examination.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society held at the Law Institution, Chancery-lane, on the 24th of February, Mr. Douglas in the chair, Mr. F. K. Munton delivered an address on "The Outlook for Law Students."

Mr. MUNTON reminded his hearers at the outset that the solicitor as we know him now is of modern growth, and that in Dr. Johnson's time attorneys as a class were uneducated men, and not held in much repute. They had no examinations to pass, and relied for their law entirely on the bar. Mr. Munton then traced the gradual rise in the *status* of solicitors, and said that at the present day their most important function was to act as the confidential friend and adviser of their clients. With regard to litigious business, the speaker said that, if every barrister and every solicitor in the kingdom were employed, the amount of litigation at the present time would only provide one action a year for each barrister and half an action for each solicitor. It was, therefore, obvious that it was not possible for all to earn a subsistence from that class of work, and as a matter of fact about three-fourths of the solicitors' business had no connection whatever with litigation. Mr. Munton then enlarged upon the education and training of law students. He did not wish to undervalue university or other examination honours, but he thought there was a danger of students being overpacked with law to the detriment of a knowledge of men and the world. He impressed on his audience that knowledge of law was not in itself sufficient to make a good lawyer. In his opinion it was essential for a young man to possess tact, politeness, a business memory, the act of listening, and at least some knowledge of diplomacy, and to mix with the world. Turning to the practical work on which lawyers had to depend for their livelihood, the speaker dwelt on the causes of the decrease in litigation, and attributed it in a great measure to an insufficient staff to try actions and a want of organization, resulting in the long delays and increased expenses which were only too familiar to everyone, and he regretted that he could not see any immediate prospect of improvement. He also alluded to the tendency of a democratic Legislature to reduce law charges to a minimum. With regard to the relative positions of barristers and solicitors, Mr. Munton said the only modern demarcation was that the one was an advocate and the other a man of business, but he was strongly opposed to fusion of the two branches of the profession. In his opinion, barristers and solicitors should work side by side with increased facilities for frequent inter-communication. In conclusion, Mr. Munton strongly urged all students to belong to a debating society, and mentioned the great benefit he and many of his professional friends had derived from the Law Students' Debating Society.

Mr. Munton's address was listened to with the greatest attention and appreciation by an exceptionally full house, and at the close he resumed his seat amid loud and long continued applause.

In the discussion which followed, the following gentlemen spoke and emphasized several points in Mr. Munton's address from their personal experience:—Messrs. Crauford, Harcourt, Windsor, Maudesley, White, Williams, Todd, and Woodhouse.

A cordial vote of thanks to Mr. Munton was proposed by Mr. Crauford and seconded by Mr. Todd, and carried unanimously with acclamation.

Mr. MUNTON, in acknowledging the vote, replied to one or two points of criticism raised by some of the speakers, and the society then adjourned.

February 17—Mr. Crauford in the chair.—The subject for discussion—"That trial by jury should be abolished in civil cases"—was opened by Mr. W. E. Windsor, followed by Mr. W. M. Woodhouse. Mr. W. T. Wilkinson and Mr. W. R. Kinipple opposed. The debate having been declared open, the following gentlemen spoke:—in the affirmative, Mr. Allen; in the negative, Messrs. Watson, Maudesley, Blagden, and Curtis. Mr. Windsor replied. On the motion being put to the meeting, it was lost by a majority of 9. There was a large number of members present.

LIVERPOOL LAW STUDENTS' ASSOCIATION.—Feb. 23—A debate was held on the following subject for discussion:—A., a builder, was employed to build a house under an agreement with a landowner, the agreement providing that C. & Co., a firm of ironfounders (selected by the landowner's architect), should do certain work on the premises for which the builders were to pay. C. & Co. employed their own workmen. B., one of the builder's workmen, was injured by the negligence of one of C. & Co.'s workmen. Can B., in an action, recover damages against C. & Co.? Mr. E. Lloyd opened in the affirmative, which was also supported by Messrs. F. H. Wilson, jun., H. Glover, F. Gittins, jun., F. Barnes, H. Macmaster, and H. Todd; Mr. F. J. Priest opened in the negative, which was also supported by Mr. F. R. Martin. The question was decided in the affirmative by a majority of six.

LEGAL NEWS.

APPOINTMENTS.

Mr. EDWARD OWEN LANGHAM, LL.M., B.A., solicitor (of the firm of Langham & Son), of Eastbourne, has been appointed Clerk to the Justices for the Uckfield Petty Sessional Division. Mr. Langham was admitted a solicitor in July, 1879, and is joint clerk to the Uckfield Local and Burial Boards, and a commissioner for oaths.

Mr. GEORGE SAMUEL HALL, solicitor, of Ely, has been appointed clerk to the Local Board of Health. Mr. Hall was admitted a solicitor in Hilary Term, 1854, and is registrar of the county court, clerk to the governors of Parsons' Charity, and clerk to the Grunty Fen Commissioners.

Mr. ALBERT IVESON, solicitor, of Gainsborough, has been appointed Steward of the Manor of Kirton. Mr. Iveson was admitted a solicitor in March, 1860. He is coroner, clerk to the Burial Board, clerk to the magistrates, clerk to the Sub-Commissioners of Pilots, and superintendent-registrar, a commissioner for oaths, and a perpetual commissioner.

Mr. EDWIN SIDNEY HARTLAND, F.S.A., solicitor, of Gloucester, has been appointed Registrar of the County Court and District Registrar of the High Court. Mr. Hartland was admitted a solicitor in Hilary Term, 1870. He is a commissioner for oaths.

Mr. REGINALD PHILIP SUMNER, solicitor, of Gloucester, has been appointed Clerk to the Commissioners for Taxes and Clerk of Indictments for the county. Mr. Sumner was admitted a solicitor in January, 1881. He is a commissioner for oaths.

Mr. STEPHEN HERBERT BELK, solicitor, of West Hartlepool, has been appointed Solicitor to the Hartlepool Port and Harbour Commissioners, Clerk to the Justices for the Borough of Hartlepool, and Clerk to the Justices for the West Hartlepool Division of the County of Durham. Mr. Belk was admitted a solicitor in Easter Term, 1874. He is a commissioner for oaths and a perpetual commissioner.

Mr. RICHARD PEELE MOSSOP, solicitor (of the firm of Mossop & Mossop), of Holbeach, has been appointed Superintendent-Registrar of Births and Deaths. Mr. Mossop was admitted a solicitor in Hilary Term, 1868. He is clerk to the guardians, clerk to the Rural Sanitary Authority, and clerk to the School Attendance and Assessment Committees, and to the Whaplode and Fleet School Boards. He is a commissioner for oaths and a perpetual commissioner.

Mr. ARTHUR PERKINS JAMES, solicitor (of the firm of Frank James & Son), of Merthyr Tydfil, has been appointed Clerk to the Gelligaer Highway Board.

Mr. HORACE SAMPSON LYNE, solicitor (of the firm of Lyne & Co.), of Newport, Mon., has been appointed Clerk to the Usk and Ebbw Board of Conservators. Mr. Lyne was admitted a solicitor in November, 1883. He is a commissioner for oaths.

Mr. HENRY GREEN, solicitor, of Howden, has been appointed Clerk to the Rural Sanitary Authority and High Bailiff of the County Court. Mr. Green was admitted a solicitor in Easter Term, 1867. He is clerk to the guardians, registrar of the county court, clerk to the School Boards of Barmby Bubwith, Eastrington, Holme-on-Spalding Moor, and Spalding-ton United District, clerk to the Highway Board, and a commissioner for oaths.

Mr. WILLIAM PEASE, jun., solicitor, of Lostwithiel, Cornwall, has been appointed Clerk to the Conservators of the Fowey Fishery District. Mr. Pease was admitted a solicitor in August, 1886.

Mr. FRANK PESKETT, solicitor, of Lowestoft, has been appointed Clerk to the Shadingfield School Board. Mr. Peskett was admitted a solicitor in April, 1882. He is clerk to the Lowestoft Burial Board, and a commissioner for oaths.

Mr. THOMAS COUSINS, solicitor, of Portsmouth, who has recently retired from the office of clerk to the justices of the borough of Portsmouth after twenty years' service, has been appointed a Magistrate of that borough, in compliance with the unanimous memorial of the magistrates to the Lord Chancellor.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

ARTHUR STEPHENSON SMITH and WALTER HOPE REINHARDT, solicitors, Birkenhead (Smith & Reinhardt). February 8.

FREDERICK NALDER, HENRY WILLIAMS HOCKIN, and JOHN HENRY GENN, solicitors and notaries public, Truro and Falmouth (Marrack, Nalder, Hockin, & Genn). Feb 13. So far as regards the said John Henry Genn. The said Frederick Nalder and Henry Williams Hockin will continue the said business under the firm of Marrack, Nalder, & Hockin.

[*Gazette*, Feb. 20.

GENERAL.

There was a meeting of the judges of the Chancery Division on Thursday afternoon, but the object of the meeting has not transpired.

On the 24th inst. Mr. Justice North announced that he will not, during the present sittings, take any other witness actions than those which were in that day's paper.

At the opening of the Guildford Assizes on Wednesday, Mr. Justice Stephen stated that in one case he had attempted to read the depositions, but they were so abominably badly written that he could not do so, and he should certainly order the costs of the person who employed such a miserable clerk to be disallowed. If he had simply got a decently well-conducted fly, dipped its legs in ink, and allowed it to travel over the paper he would have done as much public service.

The *Albany Law Journal* says: "When one is getting off a 'chestnut' he ought to be sure it is in the proper form. Mr. Adelbert Moot, in his brief in *Greenwood* v. *Marvin* (111 N. Y. 43), says: 'In such a case, one of America's greatest judges, of whom Daniel Webster said he was like the Indians' god, ugly but great and awful,' &c. This is awful. It was not Daniel Webster, but Rufus Choate, and what he said was this: 'When I appear before Chief Justice Shaw, I feel as the Hindoo feels when he bows before his idol; he sees that he is ugly, but he feels that he is great.'"

The *Lancet* says:—"The French Court of Appeal has just delivered judgment in a case in which a widow had brought an action against a life assurance company for the amount of her husband's policy, which the company declined to pay because the medical man who had attended him refused to fill up the usual form with the name of the disease and its duration, declaring himself bound by the law of professional secrecy not to reveal the nature of his patient's disease. The court has decided against the company, holding that the medical man himself is the sole judge as to whether facts revealed to him by a patient were confided to him under the seal of professional secrecy."

On Saturday last, as the Right Hon. John Inglis, Lord President of the Court of Session, Edinburgh, was walking down the Mound, at Edinburgh, accompanied by Lord M'Laren, he was attacked by Alexander Robertson, known as "Dundonnachie," who with a stick struck his lordship on the back of the neck and knocked off his hat. The circumstance caused a good deal of excitement. Robertson got off at the time, but he was afterwards apprehended. The Lord President was on his way home from the Court of Session, and was near Princes-street when the event occurred. After the attack the Lord President was joined by the Lord Justice Clerk, who with Lord M'Laren accompanied his lordship home.

At the meeting of the Common Council on the 19th inst. the Town Clerk read a letter from the Lord Chancellor, asking whether the Corporation would be in a position to find accommodation for the hearing of special jury cases by one or more judges during the first three or four weeks of each sittings, if her Majesty were to think fit to issue a commission for that purpose. Mr. Beck said this was a most important communication indeed, and he felt justified in moving a resolution upon it. He moved, therefore, "That it be referred to the City Lands Committee and the Law and City Courts Committee jointly to consider and report thereon forthwith." Such a proposal could not be regarded otherwise than as a great compliment to the Corporation that the Lord Chancellor should ask the court to provide accommodation for her Majesty's judges. The motion was carried.

On the 24th inst. Mr. Justice Chitty finished the cases in the day's cause paper and rose shortly after three o'clock. The list comprised seven cases to be tried with witnesses. It appeared that two of these cases had been settled before the day's list was made out, but that the solicitors engaged had given no notice of this to the registrar. His lordship expressed his displeasure with such omissions, observing that it would have been very little trouble to have communicated with the registrar, and not to have taken such trouble was certainly selfish. Before the list was made up he himself made every inquiry as to how long the cases were likely to last. He did this in order that parties should be put to as little expense and trouble as possible. Common courtesy and reciprocity required that solicitors should take similar trouble. He would be glad to see some rule made dealing with the matter.

On Thursday, in the House of Commons, Mr. Cobb asked the First Lord of the Treasury whether he would ascertain from the Lord Chancellor if he was aware that dissatisfaction and regret existed among the members of the legal profession and the public as to the manner in which one of the judges of the Queen's Bench Division was able to perform his duties, and that attention was being called to this subject in the legal newspapers; and whether any change was contemplated at an early date in the constitution of the bench in that division. Mr. W. H. Smith said the Lord Chancellor thought that he would go altogether beyond any province assigned to him by law if he were to assume such a disciplinary power towards her Majesty's judges as would appear to be suggested by the question. If there was any matter of fact within his jurisdiction in relation to the superior court as to which the hon. member had any information, or desired it, the Lord Chancellor would be glad to hear.

The *Times*, in a leader on Thursday, says:—"With some anxiety, mingled with impatience, many persons await a decision with respect to the proposal to appoint an additional judge of the Chancery Division. The suggestion, often made, and more than once apparently on the point of being carried out, has always hitherto been shelved. Now, however, both sides of the profession press as they never before did for a measure which will abate a state of things justly described the other day by the president of the Incorporated Law Society as 'scandalous.' A deputation from that body lately put the case to the Lord Chancellor, who did not commit himself to any opinion, but who certainly was not unfavourable to it. In the last resort the decision lies with the Treasury. Its natural instinct must be against such an addition. And yet obviously the need of a new chancery judge is strong and urgent, were it only for the state of the witness actions in that division. They are among the most important matters coming before the courts; large interests are at stake; they involve controversies of vital consequence to the suitors; and no pains should be spared to determine them with reasonable despatch. This is now absolutely impossible; matters go from bad to worse; Michaelmas sittings closed with a long string of remanets, and at the end of Hilary it will be still longer."

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice Chitty.	Mr. Justice North.
Monday, March 2	Mr. Rolt	Mr. Pemberton	Mr. Pugh
Tuesday 3	Farmer	Ward	Beal
Wednesday 4	Rolt	Pemberton	Pugh
Thursday 5	Farmer	Ward	Beal
Friday 6	Rolt	Pemberton	Pugh
Saturday 7	Farmer	Ward	Beal

	Mr. Justice Stirling.	Mr. Justice Kekewich.	Mr. Justice Romer.
Monday, March 2	Mr. Godfrey	Mr. Clowes	Mr. Lavie
Tuesday 3	Leach	Jackson	Carrington
Wednesday 4	Godfrey	Clowes	Lavie
Thursday 5	Leach	Jackson	Carrington
Friday 6	Godfrey	Clowes	Lavie
Saturday 7	Leach	Jackson	Carrington

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

COOMBS.—Feb. 20, at The Elms, Bushey, Watford, the wife of Gurney Coombs, solicitor, of a son.

MARRIAGES.

ABRAHAMS—BUIST.—Feb. 21, at Mount-street, Grosvenor-square, Bernard Abrahams, solicitor, of No. 22, Great Marlborough-street, W., and Queen Anne's-gate, to Madge Mildren, widow of the late Laurence Grey Buist, of The Hermitage, Porchester-gate, Hyde-park.

EDDIS—BINNING.—Feb. 6, at the Presbyterian Church, Rangoon, Edward Upton Eddis, barrister-at-law, to Ela Usher, daughter of Robert Binning, Dowanhill, Glasgow.

JONES—SLEEMAN.—Feb. 12, at Holy Trinity Church, Southwark, Cyril Lloyd Jones, M.A., M.D., late of Caius College, Cambridge, and the Middle Temple, barrister-at-law, of 2, Ashley-gardens, Victoria-street, S.W., and Blackfriars-road, S.E., to Catherine Gertrude (Katie), youngest daughter of Dr. John Sleeman, of Southwark-bridge-road, S.E.

DEATHS.

MORSE.—Feb. 19, Thomas Freeman Morse, of 33, Steele's-road, Haverstock-hill, and the Inner Temple.

POWNALL.—Feb. 10, Henry Smith Pownall, of 31, Regent's-park-road, N.W., and 9, Staple-inn, aged 62.

WINDING UP NOTICES.

London Gazette.—FRIDAY, Feb. 20.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

EDDYSTONE MARINE INSURANCE CO, LIMITED—Stirling, J, has, by an order dated Jan 30, appointed Charles Lee Nichols, 1, Queen Victoria st, to be official liquidator. Creditors are required, on or before March 9, to send their names and addresses, and the particulars of their debts or claims, to the above. Tuesday, March 17, at 12, is appointed for hearing and adjudicating upon the debts and claims

INTERNATIONAL NEWSPAPER CO, LIMITED—Petn for winding up, presented Feb 14, directed to be heard before North, J, on Saturday, Feb 28. Hood Barrs & Co, Clement's inn, solors for petner

LEADVILLE MINES, LIMITED—Creditors are required, before April 4 next, to send their names and addresses, and particulars of their debts or claims, to John Edward Denney, Bourne House, Copthall avenue. Ponter & Whytt, New Broad st House, solors for liquidator

MAAS & CO, LIMITED—By an order made by North, J, dated Feb 7, it was ordered that the voluntary winding up of the company be continued. Young & Sons, Mark lane, solors for company

MANCHESTER VICTORIA HOTEL CO, LIMITED—Petn for winding up, presented Feb 19, directed to be heard before Kekewich, J, on Feb 28. Stone, Billiter sq bldgs, solor for petners

NATIONAL WHOLE MEAL BREAD AND BISCUIT CO, LIMITED—Petn for winding up, presented Feb 19, directed to be heard before Kekewich, J, on Saturday, Feb 28, at 10.30. Newson & Dunn, Copthall bldgs, solors for petners

"RAVENS HALL" SHIP CO, LIMITED—Creditors are required, on or before April 3, to send their names and addresses, and the particulars of their debts or claims, to Fitzroy Campbell Mahon and Francis Reginald Nash, 161, Gresham House. Cooper & Co, solors for liquidators

SANTA ANA SLATE AND SLAB QUARRY CO, LIMITED—Creditors are required, on or before March 31, to send their names and addresses, and particulars of their debts or claims, to Thomas Wise, 50, Gresham-street Wednesday, April 15, at 12.30, is appointed for hearing and adjudicating upon the debts and claims

SOYER & CO, LIMITED—Petn for winding up, presented Feb 18, directed to be heard before North, J, on Feb 28 Quilter, Gresham st, solor for petner

STOCK AND SHARE AUCTION AND BANKING CO, LIMITED—Petn for winding up, presented Feb 17, directed to be heard before Stirling, J, on Feb 28 Satchell & Chapple, Queen st, Cheapside, agents for Brightman, Sheerness, solor for petner

WILLIAM WATSON AND SONS, LIMITED—Petn for winding up, presented Feb 16, directed to be heard before Chitty, J, on Feb 28 Sturt, Ironmonger lane, solor for petner

FRIENDLY SOCIETIES.

SUSPENDED FOR THREE MONTHS.

WHITE WALTHAM FRIENDLY BENEFIT SOCIETY, Horse and Groom Inn, White Waltham, Maidenhead, Berks. Feb 17

London Gazette.—TUESDAY, Feb. 24.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ABOUKIR BAY TREASURE RECOVERY CO, LIMITED—Creditors are required, on or before March 25, to send their names and addresses, and the particulars of their debts or claims, to Walter Hercules Short, 31, Wool Exchange, Coleman st, Tuesday, April 7, at 12, is appointed for hearing and adjudicating upon the claims

EPHRAIM BURTON & SONS, LIMITED—Petn for winding up, presented Feb 20, directed to be heard before the Court on Saturday, March 7. Munns & Longden, Old Jewry, solors for petners

HARDEN STAR, LEWIS, & SINCLAIR CO, LIMITED—Chitty, J, has, by an order dated Feb 2, appointed James Henry Skrine Hanning, 17, Coleman st, to be official liquidator

IMPERIAL COLLEGE, LIMITED—By an order made by Stirling, J, dated Feb 14, it was ordered that the voluntary winding up of the college be continued Tarn, Philpot lane, solor for petners

MINEARD & CUMMING, LIMITED—Creditors are required, on or before March 3, to send their names and addresses, and particulars of their debts or claims, to Thomas George Fellows, 160, Hollydale rd, Nunhead Newman & Co, 1, Clements' inn, solors for liquidator

FRIENDLY SOCIETIES DISSOLVED.

BENEVOLENT BENEFIT SOCIETY, Luxborough, Somerset Feb 18

BROUGHTON AND CRANSLEY CO-OPERATIVE INDUSTRIAL AND PROVIDENT SOCIETY, LIMITED, Broughton, Northampton Feb 17

FEMALE FRIENDLY SOCIETY, Pack Horse Inn, Newchurch, Culcheth, Lancs Feb 18

QUEEN VICTORIA FEMALE BENEFIT SOCIETY, Schoolhouse, Llanilar, R S O, Cardigan Feb 16

TRADESMEN'S UNION SOCIETY, Red Lion Inn, Broadclyst, Devon Feb 16

SUSPENDED FOR THREE MONTHS.

OLD FORESTERS FRIENDLY SOCIETY, Bull's Head Inn, Whitchurch, Salop Feb 18

PERSEVERANCE TENT, RECHABITES FRIENDLY SOCIETY, Primitive Methodist School, Grasscroft st, Stalybridge, Chester Feb 18

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Feb. 3.

BEAUMONT, SAMUEL, Sheffield, File Grinder. Feb 28. Preston v Beaumont, Chitty, J. Smith, Sheffield

GEORGE, OWEN WILLIAM, Plascrwn, near Narberth, Pembroke, retired Surgeon-Major. March 2. Green v George, Chitty, J. Evans, Haverfordwest

GLEDHILL, JOHN, Keighley, York, Gent. March 2. Halifax Joint Stock Banking Co v Gledhill, Kekewich, J. Watson, Bradford

WOODFIELD, JOHN THOMAS, Barby, Northampton, Butcher. March 2. Woodfield v Hopkins, Kekewich, J. Roche, Daventry

London Gazette.—FRIDAY, Feb. 6.

DONCASTER, ANNA MARIA WORSLEY, Reading. March 9. Metcalfe v Edwards, Stirling J. Metcalfe, Southwell

WHITTAKER, ANDERTON, Blackburn, Draper. March 14. Whittaker v Whittaker, Registrar, Preston. Lancaster, Blackburn

WILSON, WILLIAM, Tynemouth, Retired Pawnbroker. March 3. Wilson v Price, Stirling, J. Harvey, Newcastle on Tyne

London Gazette.—TUESDAY, Feb. 10.

BLESSLEY, GEORGE BARRETT, Dulwich Common, Gent. March 16. Blessley v Blessley, North, J Richardson, Golden sqr

BYRNE, PATRICK, Liverpool, Licensed Victualler. March 4. Hanmer v Lamb, Registrar, Liverpool. Bradley, Liverpool

London Gazette.—FRIDAY, Feb. 13.

WOOD, MATTHEW, Salford, Esq. March 10. Freeborn v Wood, Registrar, Manchester. Boyer & Co, Manchester

London Gazette.—TUESDAY, Feb. 17.

BANKS, THOMAS, Pudsey, York, Cloth Manufacturer. March 31. Jefferson v Jefferson, Kekewich, J. Beaumont, Leeds

BLUETT, HARRIETT ANN, Ford, nr Wiveliscombe. March 14. Cornish v Hancock, Kekewich, J. Pearse, Wiveliscombe

WILKINS, MARY, Wadebridge, Cornwall. March 11. Staff v Gill, North, J., Boase, St. Ives

SAGER, MARY ANN, Rochdale. March 13. Wilson v Sager, Registrar, Manchester. Worth, Rochdale.

London Gazette.—FRIDAY, Feb. 20.

DALDY, WILLIAM, Durham st, Upper Kennington lane, Gent. March 23. Emery v Webb, North, J. Hales, Clifford's inn, Fleet st

PUNTHEKI, K. K., East Molesey Park, Surrey. March 13. Shoolbred v Puntheki, Stirling, J. Griffith, Old Serjeants' inn, Chancery lane

WHITFIELD, FRANCES, Leamington. March 21. Trippett v Whitfield, Registrar, Preston. Edelston, Preston

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Feb. 10.

AKESTER, JOHN SINCLAIR, Kirkella, Yorks, Licensed Victualler. Apr 6. Martinson, Hull

ARNOLD, JOSEPH, Boldmere, Warwick, Gent. Mar 14. Smith & Co, Birmingham

BAGGALLEY, SAMUEL, Dronfield, Derby, Gent. Mar 31. Lucas, Sheffield

BARNES, WILLIAM, Todmorden, Yorks, Slater. Mar 19. Sager, Todmorden

BATTERSBY, NATHANIEL, Manchester, Solicitor. Mar 2. Banks & Co, Manchester

BRYAN, AMY SELINA, Maidenhead, Berks. Apr 6. Hadden-Woodward & Co, New sq' Lincoln's inn
BUTLER, SARAH FARR, Tunbridge Wells. Apr 10. Fielder & Sumner, Godliman st, Doctors' Common
CHALK, ELLEN, Exeter. Feb 28. Gould & Crompton, Exeter
CLARK, LEWIS, Maidstone, Corn Merchant. March 1. Stenning, Maidstone
COCKELL, WILLIAM, Bath, Col in the Army. March 25. Rooke & Coker, Bath
CROSS, JOHN, Fitchet, Essex, Gent. March 21. Archer & Son, Ely
CUBITT, MARY ANNE, Catton, Norfolk. May 1. Keith & Co, Norwich
DIXON, JAMES WILLIAM, Hastings, Paymaster in the Royal Navy. March 9. Wynne & Son, Lincoln's inn fields
DU PRE, JULIA, Quex rd, Kilburn. March 12. Young & Co, Essex st, Strand
EATON, GEORGE LOCK, Guestling, Sussex, Blacksmith. March 18. Mann & Knight, Hastings
FARMER, JOSEPH, Chapel Hill House, nr Margate, Esq. March 25. Boys, Margate
GARDNER, JOSEPH, Stetchworth, Cantab, Blacksmith. March 9. Fenn & Co, Newmarket
HAYDON, ELEANOR, Morice Town, Devonport. March 30. Gard, Devonport
HIBBERT, JOB, Cawley rd, South Hackney, Gent. March 18. Ashbridge, Whitechapel rd
HINNS, JOHN, Liverpool, Team Owner. March 7. Knowles & Symonds, Liverpool
JAMES, ABRAHAM, Glyn Arthen, Cardigan, Farmer. March 22. Simons & Plews, Mountain Ash
JOHNSON, ANNE, Windsor. March 12. Stibbard & Co, Leadenhall st
LEARMONTH, WILLIAM, Chorlton upon Medlock, Manchester, Engineer. March 9. Gardner & Son, Manchester
LEVETT, CHARLES RICHARD, Rugby, Esq. March 14. Smith & Leech, Derby
MATHEWSON, KATE, Church st, Stoke Newington, Licensed Victualler. March 18. Bowman & Crawley-Boevey, Bedford row
MILLEN, EDWIN, Clerkenwell rd. March 12. Boulton & Co, Northampton sq, and Digby, Clark's pl, Bishopsgate st Within
MILLER, STEPHEN, Buckingham Palace Hotel, Buckingham Gate, Esq. March 9. Hill & Co, Old Broad st
NASH, EDWARD BOND, Wood st, Commission Agent. Mar 10. Wells, Paternoster row
ONIONS, SARAH, Brindley Ford, Staffs, Beerseller. Mar 11. T. & E. Slaney, Newcastle
PROCTOR, WILLIAM, Torquay, Gent. Mar 10. Smith & Co, Birmingham
SCOTT, DAVID COOPER, Draper's gdns, Esq. Mar 14. Stevens & Co, Queen Victoria st
SIM, ELEANOR, Bedford. Mar 16. Conquest & Clare, Bedford
SYKES, JOHN, Rashcliffe, Huddersfield, Gent. Mar 16. Brook, Huddersfield
THOMAS, CHARLES, Truro, Cornwall, Carver. Feb 17. Chilcott & Son, Truro
TINDEL, STROUD LANCEY, Gateshead, Boiler Maker. Feb 23. Emley, Newcastle upon Tyne
WEBB, PHILIP, Walker's Heath, King's Norton, Worcs, Gent. March 12. Tyndall & Co, Birmingham
WELCH, JANE DOROTHY, Blakesley, nr Towcester, Northampton. March 15. Forster & Paynter, Alnwick, Northumberland
WIGNALL, JOHN, Chorley, Lancs, Gent. March 7. Holland & Callis, Chorley
WORRALL, GEORGE, Moss Side, Lancs, of no occupation. March 30. Molesworths & Sims, Manchester
YEATS, WALTER, Upper Richmond rd, Putney, Bank Clerk. March 12. Headley, Roll's chmbrs, Chancery lane

London Gazette.—FRIDAY, Feb. 13.

BARBER, MARIA LOUISA, Bungay, Suffolk. April 6. Barber & Oliver, Brighouse, Yorks
BARRETT, BENJAMIN, Oxford st, Trunk Maker. April 6. Richardson & Sadler, Golden square
BLACKWELL, JOHN, Halkin, Flint, Farmer. March 21. Williams, Cardiff
BLOCK, ROBERT HENRY, Deverill st, Dover rd, Southwark, formerly Lighterman. March 25. Adams & Hugonin, Lincoln's inn fields
BOARDMAN, THOMAS, Newton in Makerfield, Lancs. March 13. Ridgway & Worsley, Warrington
BROOKSBANK, ABRAM, Sheffield, Merchant. April 10. Smith & Sons, Sheffield
BULL, WILLIAM, Birmingham, Gent. March 25. Burton, Birmingham
CAIRD, WILLIAM, Newcastle upon Tyne, Draper. April 1. Criddle, Newcastle upon Tyne
CLAYTON, NATHANIEL, Lincoln, Esq. March 16. Tweed & Co, Lincoln
COBLEY, BENJAMIN, Leicester, Gardener. March 9. Stevenson & Son, Leicester
COOPER, CHARLES, Hartlepool, General Dealer. March 3. Bell, West Hartlepool
COX, BENJAMIN FRANKLIN, Wolverhampton, Gent. March 25. Riley & Kettle, Wolverhampton
CREWE, Col RICHARD, Devonshire terr, Hyde pk, retired Colonel in the Madras Army. March 26. Witham & Co, Gray's inn sq
ELLERSHAW, JOHN, Kirkstall, Leeds, Esq. March 20. Nelson & Co, Leeds
FIRTH, EDWARD, Ranskill, Blyth, Notts, Gent. March 17. Marshalls, East Retford
FOOKS, JOB, Compton Barton, Marldon, Devon, Farmer. March 14. Carter & Son, Torquay
FRANKS, SARAH, York pl, Baker st. March 24. Hunt, Old Jewry chmbrs
HEATON, ELIZABETH, Enbridge st, Salford. April 1. Chapman & Co, Manchester
HOCKEY, WILLIAM JOHN ARTHUR PHILLIP, Shepton Mallet, Somerset, Butcher. March 28. Nalder, Shepton Mallet
HOULGRAVE, HENRY, Much Woolton, Lancs, Brewer. March 9. Spencely, Prescot
JACKSON, WELBY BROWNE, Slough, Bucks. March 25. Farrer & Co, Lincoln's inn fields
JECKELL, JOSEPH JOHN, Rylstone with Conistone, York, Clerk in Holy Orders. March 31. Westerhead & Son, Bingley
JONES, JOHN, Ferndale, Glam, Auctioneer. Feb 12. Spickett & Sons, Pontypridd
JUDGE, CHARLES BIRD, Brigg and Barton on Humber, Merchant. March 25. Sowter, Brigg
KYNASTON, RICHARD, Thornton Hough, Chester, Gent. March 14. Jones & Co, Liverpool
LANE, THEOPHILUS WILLIAM, Queen's gate pl, South Kensington. Apr 1. Underwood, Hereford
LOWE, JANE, Rhosddu, Wrexham. Apr 1. Hughes, Wrexham
LUCETT, WILLIAM, Birmingham, Timber Merchant. Mar 4. Smith, Birmingham
MAIDMENT, HENRY, Bridgwater, Somerset, Shopkeeper. Mar 2. Poole & Son, Bridgwater
MARSDEN, GEORGE NOBLE, Skircoat, Halifax, Woolbuyer. Mar 1. Marshall, Halifax
MILLNS, ROBERT, Holbeach, Lincs, Superintendent Registrar of Births, Deaths, and Marriages. Apr 6. Willders & Son, Holbeach
MORRELL, EDWARD, Hemingbrough, Yorks, Land Valuer. Mar 25. Bantoft, Selby
O'REILLY, WILLIAM RICHARD, Fitzroy sq, Medical Student. Mar 10. Vaughan, Southampton office, Fitzroy sq
ORMEROD, GEORGE WAREING, East Teignmouth, Devon, Solicitor. March 31. Ormerod & Allen, Manchester.
OTTAWAY, JAMES CUTHBERT, Inverness terrace, Kensington gardens, Surgeon. March 31. Patersons & Co, Lincoln's inn fields
OVERTON, WILLIAM, Malpas, Chester, Gent. April 1. Hughes, Wrexham
PIERPOINT, THOMAS, Golborne, Lancs. March 13. Ridgway & Worsley, Warrington
PRESTON, JAMES, Oswaldtwistle, Lancs, Innkeeper. March 12. E. & B. Haworth, Blackburn
THREADGILL, ARTHUR, Blake's rd, Peckham, Painter. March 15. Phelps & Co, Gresham st
TOWNSHEND, HANNAH, Leamington Spa. March 12. Headley, Chancery lane
TRIPPETT, MARY, Toxteth park, Lancs. March 18. Mason & Grierson, Liverpool
RADCLIFFE, JAMES, Grove st, South Hackney, Bachelor. April 23. Kerby, Lancaster pl' Waterloo Bridge
SINGER, MARY ANN, Bath. March 1. Glover, Bath
SOPP, MARY, Bexley, Kent. March 25. Edell & Co, King st, Cheapside
TROTTER, JAMES CHARLES, Belsize rd, Kilburn, Gent. March 23. Letts Bros, Bartlett's buildings
TURNER, General Sir FRANK, K.C.B., Southsea. March 20. Metcalfe, Furnival's inn
WHEELER, BENJAMIN, Aston juxta Birmingham, Brassfounder. March 25. Blackham & Taylor, Birmingham
WHITE, ANN, White Abbey, Bradford. March 23. Stewart & Co, Wakefield
WHITTAKER, JOHN, Laneside, Haslingden, Lancs, Gent. March 13. Woodcock & Sons, Haslingden

London Gazette.—TUESDAY, Feb. 17.

ADDINGTON, LUKE DANBY, St Martin's lane, Charing cross, Woollen Warehouseman. April 1. Saxton & Morgan, Somerset st, Portman sq
ANDERSEN, JULIUS, Gloucester, Ship Broker. April 1. Jones & Blakeway, Gloucester
BENTLEY, ROBERT JOHN, Rotherham, Esq. May 1. Smith & Sons, Sheffield
BLUMBERG, GEORGE FREDERICK, Clifton grdns, Maida vale, Esq. March 15. Godden & Co, Old Jewry
BROWN, EMMA, West Hill, Upper Sydenham. March 25. Stock, Queen Victoria st
CARPENTER, RICHARD LUKE WYNDHAM, Cannon st rd, St George, Pawnbroker. March 28. Ashbridge, Whitechapel rd
COBBOLD, HORACE, Trimley St Martin, Suffolk, Esq. March 31. Westhorp & Co, Ipswich
COLLIER, GEORGE BARING BROWNE, Shanklin, I.W., retired Commander R. N. March 17. Rashleigh & Co, Lincoln's inn fields
CURREY, JOHN, Liverpool, Gent. April 30. Morecroft & Co, Liverpool
DALDY, EDWARD MEE, Tunbridge Wells, Gent. May 1. Woolley, Great Winchester st
DAY, ARTHUR BENJAMIN, Fishponds, Stapleton, Glos, Clerk in Holy Orders. March 31. Osborne & Co, Bristol
DICKSON, ELIZABETH, Wynnstay gardens, Kensington. March 31. Bannister, Basinghall st
DOBINSON, JANE EMILY, Ladbroke rd, Notting hill. March 31. Geare & Co, Lincoln's inn fields
DUNCAN, BARTHOLOMEW ARCEDECKNE, Wimpole st, Doctor of Medicine. March 31. Mann & Taylor, New Oxford st
FREAM, WILLIAM, Gloucester, Builder. April 1. Jones & Blakeway, Gloucester
GALE, HENRY MARK GALE, Bedale, Yorks, Esq. April 1. Collyer-Bristow & Co, Bedford row
GARSIDE, ADAM, Bolton, Manager. March 17. Holden & Holden, Bolton
GATTY, ROBERT HENRY, Buckden, Hunts, Clerk in Holy Orders. March 31. Margetts, Huntingdon
GLEIG, ARTHUR, Paymaster Border Regiment, Sialkot, India. May 13. Lattey & Hart, Devonshire sqr, Bishopsgate
GUY, GEORGE, Whitechapel rd, Baker. April 2. Champion & Henderson, Whitechapel rd
JONES, JOHN, Ferndale, Glam, Auctioneer. Feb 12. Spickett & Sons, Pontypridd
KERSLEY, LOUISA, Burgess Hill, Sussex. March 25. Maydwell, Brighton
LEAVESLEY, THOMAS RICHARD, York, formerly Hotel Keeper. April 1. Crumbie, York
MASON, MARTHA, Birkenhead. March 21. Lamb & Taylor, Birkenhead
QUINN, MICHAEL, Aldershot, Licensed Victualler. March 31. Ruck, Craven st, Charing Cross
PAYNE, CHARLES MOUNCEY, Museum chmbrs, Bury st, Hop Merchant. March 2. Marshall & Haslip, Martin's lane, Cannon st
PILCHER, EDWARD, Ripley, Surrey, Farmer. March 21. Perkins, Guildford
POINONS, JAMES, Tarporley, Chester, Hunting Stable Proprietor. April 1. Brassey, Chester
POSNO, CATO HENRIETTA, Wilton st. March 5. Budd & Co, Austinfriars
PUGH, HUGH, Llys Meirion, Carnarvon. March 25. Ingle & Co, Threadneedle st
REEVE, JOHN, Diss, Norfolk, Saddler. April 6. Garrod, Diss
REEVES, WILLIAM, Twyford, Bucks. March 5. Hearn & Hearn, Buckingham
REYNOLDS, WILLIAM, Chicago, U.S.A., Foreman of Iron Foundry. March 20. Marsland & Co, Chancery lane
SHUTTLEWORTH, JOHN, Bradford, retired Superintendent in Police Force. March 26. Maurder & Co, Wakefield
SMITH, ROLAND, Burcot, Oxon, Gent. March 26. Rhodes & Son, Dowgate hill
THOMPSON, ELLEN, Northbrook st, Liverpool. March 21. Lamb & Taylor, Birkenhead

London Gazette.—FRIDAY, Feb. 20.

ALLCORN, EDWARD, Maidstone, Ironmonger. March 25. Stephens & Urmston, Maidstone
BANKS, WILLIAM, Cranwell, Lincs, Wheelwright. March 6. Rodgers & Jessopp, Sleaford
BLACKBURNE, TIMOTHY, Forton, Lancs, Yeoman. March 28. Saul, Lancaster
BOOTH, THOMAS, Kingston upon Hull, Gent. March 21. Reed & Co, Hull
BRETT, FREDERICK, Farnham, Surrey, formerly Commercial Traveller. March 25. Godwin & Son, Wool Exchange, Coleman st
BUCKLAND, HANNAH, Maidstone. March 25. Stephens & Urmston, Maidstone
BURCH, JOHN, Wellington, Somerset. March 31. Michell, Wellington
BUTLER, DANIEL, Over, Chester, Farmer. March 21. Cooke & Sons, Winsford
CAPARN, JOHN SMITH, Newark upon Trent, Maltster. April 1. Newbald & Co, Newark upon Trent
CLARIDGE, ROSA, Hastings, retired Farmer. April 6. Newton & Co, Leighton Buzzard, Beds
COLEBROOK, GEORGE WILLIAM, Reading, retired Purveyor. March 23. Brain & Brain, Reading
COX, NARCISSA, Great Malvern. March 24. Horwood & James, Aylesbury
CROASDELL, JAMES, Hawkshead, Lancs, Gent. April 30. Jackson, Ulverston
CROWTHER, JOHN RAMSDEN, Elland, Yorks, Wool Dealer. March 21. Garsed, Halifax
CULLUM, WILLIAM, Eaton, nr Norwich, retired Farmer. March 25. Miller & Co, Norwich

COSTER, CORNELIUS, Brompton rd, Draper. March 17. Reed & Reed, Guildhall chmbrs, Basinghall st

JOSE DE LASKI, JOAQUIM LADISLAS ANTOINE, Great Cumberland pl, Lieut. in 9th Lancers. April 6. C. & S. Harrison & Co, Bedford row

FORESTER, HENRY WILLIAM, Somerby House, Leics. Apr 16. Woodhouse & Co, New sq, Lincoln's inn

GANDY, JOHN, Chester, Law Student. Apr 21. Collings & Co, Buckingham st, Strand

GERVIS, FREDERICK SHORLAND, Weston super Mare, Surgeon. March 21. Deacon & Co, St Mary's Axe

HAMPSON, WALKER, Pilkington, Lancs, Agent. May 1. Clayton & Horsfield, Radcliffe, nr Manchester

HANDFORD, HANNAH HARRIET, Wallington, Surrey. March 25. Wood & Co, Great James st

HARVEY, SAMUEL, Stembridge, Kingsbury Episcopi, Somerset, Bootmaker. March 25. H S and S Watts, Yeovil and Martock

INSKIP, ROBERT MILLS, Plymouth, retired Chaplain, C.B. May 20. Wilson & Loye, Plymouth

KENNETT, THOMAS LAUD, Commercial rd East, Grocer. Apr 6. Layton & Co, Budge row

KING, NEWMAN, Southsea, retired Master Mariner. March 14. Bramsdon, Portsmouth

KIRBY, LEONARD, Scarborough, Laundryman. March 23. Drawbridge, Scarborough

MATHER, JOHN, Walton, nr Liverpool, Surveyor. April 6. Bradley & Son, Liverpool

MAY, ANNIE WILLIAMS, Vicarage rd, West Ham. March 31. Forbes, London st, Fenchurch st

MELHUISH, JOHN WHIDDON, Exeter, retired Purveyor. May 1. R. T. & H. Campion, Exeter

MILNER, MARY, Thirsk, Yorks. March 21. Leeman & Co, Yorks

MOSS, SARAH, New Catton, Norwich. March 25. Miller & Co, Norwich

NORMAN, GEORGE, Goadby Marwood, Leics. March 25. Oldham & Marsh, Melton Mowbray

ORPIN, JANE, Gunter grove, West Brompton. March 25. Stevens & Urmston, Maidstone

ORPIN, MARY ANN, Gunter grove, West Brompton. March 25. Stephens & Urmston, Maidstone

PARKINSON, ANN, Walton, nr Liverpool. March 17. Rudd, Liverpool

REED, THOMAS, Sithney, Cornwall, Farmer. March 6. Thomas, Helston

ROBINSON, BENJAMIN, Kingston upon Hull, Gent. March 7. Silvester & Co, Beverley

RUTTER, RICHARD, Little Budworth, nr Tarporley, Chester, Innkeeper. March 31. Yearsley, Crewe

SEE, ROBERT, Somersham, Huntingdon, Shoemaker. March 7. Watts, St Ives

SHELTON, JOHN, Clarence rd, Lower Clapton, Gent. March 1. Forbes, London st, Fenchurch st

SPEIGHT, ANN, Brook st, Birkenhead. April 1. Bradley & Son, Liverpool

STOCK, ELIZABETH, Blackbrook, nr St Helen. March 31. Davies & Co, Warrington

SYMES, ELIZABETH ATCHERLEY, Gorphwysfa, Carnarvon. March 31. Barber, Bangor

THOMPSON, ADELAIDE, Thorpe, Norwich. March 31. Layton & Co, Budge row

THOMSON, Right Hon. WILLIAM, D.D., Lord Archbishop of York, Bishopthorpe Palace, Yorks. April 15. Noble, York

TYSON, BRIDGET, Gosforth, Cumberland. April 1. Bradley & Son, Liverpool

VIDLER, LOUISA, Camden rd, Camden Town. March 26. Wells, South sq, Gray's inn

WAKELY, SARAH, Stoke Abbott, Beaminster, Dorset. April 1. Birch, Ornan rd, Hampstead

WEBB, ELIZA, Hatfield Broad Oak, Essex. March 16. Windus & Trotter, Epping and Harlow

WRIGGLESWORTH, THOMAS, Leeds, Gent. March 31. Addyman & Kaye, Leeds

WILMOT, EMMA ELIZABETH EARDLEY, Upper Berkeley st. April 8. Vallance & Vallance, Essex st, Strand

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Feb. 20.

RECEIVING ORDERS.

BASHAM, ALFRED WILLIAM, Curtain rd, Shoreditch, Wood Merchant High Court Pet Jan 26 Ord Feb 17

BEESON, BENJAMIN, Gt Grimsby, Fisherman Gt Grimsby Pet Feb 16 Ord Feb 16

BURTT, CHARLES HENRY, Alpine rd, South Bermondsey, Greengrocer High Court Pet Feb 17 Ord Feb 17

DANZIGER, D. DARCY, Copthall house, Copthall avenue, Financial Agent High Court Pet Feb 3 Ord Feb 17

FANSHAWE, HENRY HORATIO, Greenhill park villas, Willesden, Solicitor High Court Pet Feb 14 Ord Feb 14

GILLETT, HARRY, Burford, Oxon, Hotel Keeper Oxford Pet Feb 4 Ord Feb 17

GOODENOUGH, CHARLES JEFFS, Cambridge, Painter Cambridge Pet Feb 17 Ord Feb 17

GROOM, STEPHEN, jun., Bedford, Draper's Assistant Bedford Pet Feb 16 Ord Feb 16

HAWTHORNE, GRACE, late Colebrook row, Islington, Actress High Court Ord Feb 14

HENDERSON, MARGARET, Oldham, Restaurant Keeper Oldham Pet Feb 9 Ord Feb 14

HESLOP, WILLIAM THOMAS, York, Innkeeper York Pet Feb 17 Ord Feb 17

HOBSON, ERNEST, Macclesfield, Journeyman Saddler Macclesfield Pet Feb 16 Ord Feb 16

HORSMAN, JOHN, Burcott, Bierton, Bucks, Wheelwright Aylesbury Pet Feb 18 Ord Feb 18

JENKINS, LEWIS, Hafod, Glam, Licensed Victualler Pontypridd Pet Feb 17 Ord Feb 17

LEWIS, JOHN, Fishguard, Pembs, retired Petty Officer in R. N. Pembroke Dock Pet Feb 18 Ord Feb 18

MADDISON, JOHN, Bardney, Lincs, Innkeeper Lincoln Pet Feb 16 Ord Feb 16

MARSTON, DAVID DUNTON, Willenhall, Staffs, Bolt Manufacturer Wolverhampton Pet Feb 2 Ord Feb 16

MILES, MARY JANE, Pentre, Glam, Grocer Pontypridd Pet Feb 16 Ord Feb 16

NEIGHBOUR, CHARLES, Banbury, Coal Merchant Banbury Pet Feb 16 Ord Feb 16

PETTIT, JAMES, Newbury, Berks, Licensed Victualler Newbury Pet Feb 13 Ord Feb 13

PRICE, SILAS, Wolverhampton, Rope Manufacturer Wolverhampton Pet Feb 18 Ord Feb 18

RIMMER, JAMES, Farington, Lancs, Grocer Preston Pet Feb 16 Ord Feb 16

ROOTHAM, GEORGE ROBERT, Leamington, Grocer Warwick Pet Feb 18 Ord Feb 18

SENSIER, FREDERICK, Godalming, Surrey, Draper Godalming Pet Feb 17 Ord Feb 17

SIMONS, WILLIAM, Kettering, Northamptonshire, Shoe Manufacturer Northampton Pet Feb 5 Ord Feb 18

SMITH, JOHN, Greetland, nr Halifax, Woollen Manufacturer Halifax Pet Feb 18 Ord Feb 18

SNOOK, HARRY, Southsea, Costumier Portsmouth Pet Feb 14 Ord Feb 14

STARK, FRANK EDWIN, Cambridge, Licensed Victualler Cambridge Pet Feb 17 Ord Feb 17

STEPHENSON, CLAMP, & Co, Kingston upon Hull, Merchants Kingston upon Hull Pet Feb 6 Ord Feb 17

TALLENTS, HENRY, Retford, Notts, Plumber Lincoln Pet Feb 16 Ord Feb 16

THACKTHWAITE, ADOLPHUS MARMADUKE, St Leonards on Sea, Tea Dealer Hastings Pet Feb 9 Ord Feb 18

WARNHAM, EDWARD, and JOSEPH HARGREAVES, Daubhill, Bolton, Cotton Cloth Manufacturers Bolton Pet Feb 18 Ord Feb 18

WARREN, FREDERICK, Rochford, Essex, Butcher Chelmsford Pet Feb 17 Ord Feb 17

WHARTON, CHARLES HENRY MARRIOTT, Manchester Barrister at law Manchester Pet Feb 3 Ord Feb 16

WOOD, WILLIAM JONATHAN, Sewstern, Leics, Blacksmith Leicester Pet Feb 16 Ord Feb 16

WOODCOCK, GEORGE WELLS, Walmer, Kent Grocer Canterbury Pet Feb 16 Ord Feb 16

YOUNG, WALTER, Bury, Insurance Superintendent Bolton Pet Feb 17 Ord Feb 17

FIRST MEETINGS.

ASHLEY, EDWIN JOHN, Tewkesbury, Carpenter Feb 28 at 5.30 Hop Pole Hotel, Tewkesbury

ASHTON, MARY ANN, Llanidloes, Montgomery, Innkeeper March 3 at 1 Off Rec, Llanidloes

BENINGFIELD, ARTHUR, Cheapside, Commission Agent March 6 at 11 33, Carey st, Lincoln's inn

BLUNT, ALBERT, Coleshill, Warwickshire, Licensed Victualler March 2 at 2 25, Colmore row, Birmingham

BONNING, GEORGE, Liverpool rd, Islington, Fruiterer March 3 at 2.30 33, Carey st, Lincoln's inn

BUTTERWORTH, JOHN, Todmorden, Yorks, Coal Merchant March 5 at 1.30 Exchange Hotel, Nicholas st, Burnley

CHECKSFIELD, AGNES, Ashford, Kent, Milliner Feb 27 at 10 Off Rec, 5, Castle st, Canterbury

COLE, WALTER, Gresham st, Surveyor March 3 at 12 33, Carey st, Lincoln's inn

ELLISON, HENRY, Swindon, Wilts, Horse Breaker Feb 27 at 12 Off Rec, 32, High st, Swindon

FREEMAN, F G G, The Pavement, Mill lane, West Hampstead, Builder March 4 at 12 33, Carey st, Lincoln's inn

GOODENOUGH, CHARLES JEFFS, Cambridge, Painter March 4 at 12 Off Rec, 5, Petty Cury, Cambridge

HANNAH, H S, Gracechurch st, Knife Polish Manufacturer March 3 at 1 33, Carey st, Lincoln's inn fields

HENDERSON, JAMES MADDOCK, Liverpool, Licensed Victualler March 3 at 2 Off Rec, 35, Victoria st, Liverpool

HESLOP, WILLIAM THOMAS, York, Innkeeper March 4 at 12 Off Rec, York

HOBSON, ERNEST, Macclesfield, Journeyman Saddler March 2 at 11.30 Off Rec, 23, King Edward st, Macclesfield

LEWIS, JOHN, Plas y marl, Swansea, Tailor Feb 27 at 11 Off Rec, 97, Oxford st, Swansea

RIMMER, JAMES, Farington, Lancs, Grocer March 6 at 2.30 Off Rec, 14, Chapel st, Preston

SNOOK, HARRY, Southsea, Costumier March 2 at 3.30 Off Rec, Cambridge Junction, High st, Portsmouth

STARK, FRANK EDWIN, Cambridge, Licensed Victualler March 4 at 12 Off Rec, 5, Petty Cury, Cambridge

STUBBS, SAMUEL, Cheshire, Manager to Coal Merchant March 2 at 11 Off Rec, 23, King Edward st, Macclesfield

THOMPSON, JAMES, Barnsley, late Monumental Sculptor March 6 at 11.30 Off Rec, 3, Back Regent st, Barnsley

WOODCOCK, GEORGE WELLS, Walmer, Kent, Grocer Feb 27 at 9.30 Off Rec, 5, Castle st, Canterbury

YOUNG, WALTER, Bury, Insurance Superintendent March 2 at 3 16, Wood st, Bolton

ADJUDICATIONS.

BEESON, BENJAMIN, Gt Grimsby, Fisherman Gt Grimsby Pet Feb 16 Ord Feb 16

BLUMENAU, JOHN, Warrington, Furniture Dealer Warrington Pet Jan 20 Ord Feb 16

BURTT, CHARLES HENRY, Alpine rd, South Bermondsey, Greengrocer High Court Pet Feb 17 Ord Feb 17

BUTTERWORTH, JOHN, Todmorden, Yorks, Coal Merchant Burnley Pet Jan 22 Ord Feb 17

CLARKSON, JAMES, Newgate st, Upholsterer High Court Pet Dec 29 Ord Feb 16

DOWDESWELL, CHARLES JAMES, Orpingley rd, Hornsey rd, Steam Saw Mill Proprietor High Court Pet Feb 12 Ord Feb 17

EVANS, SAMUEL, Bangor, Corn Merchant Bangor Pet Jan 23 Ord Feb 16

FRANCIS, THOMAS AUSTIN, Orpington, Kent, Licensed Victualler Croydon Pet Jan 14 Ord Feb 17

GOODENOUGH, CHARLES JEFFS, Cambridge, Painter Cambridge Pet Feb 17 Ord Feb 17

HENDERSON, MARGARET, Oldham, Restaurant Keeper Oldham Pet Feb 9 Ord Feb 14

HESLOP, WILLIAM THOMAS, York, Innkeeper York Pet Feb 17 Ord Feb 17

HOBSON, ERNEST, Macclesfield, Journeyman Saddler Macclesfield Pet Feb 16 Ord Feb 16

JONES, BENJAMIN, Ynysybwl, Glam, Builder Pontypridd Pet Feb 11 Ord Feb 14

LEWIS, JOHN, Fishguard, Pembs, Retired Petty Officer in R.N. Pembroke Dock Pet Feb 18 Ord Feb 18

LEWIS, JOHN, Plas y marl, Swansea, Tailor Swansea Pet Jan 20 Ord Feb 17

MADDISON, JOHN, Bardney, Lincs, Innkeeper Lincoln Pet Feb 16 Ord Feb 16

MILES, MARY JANE, Pentre, Glam, Grocer Pontypridd Pet Feb 16 Ord Feb 16

NEEDHAM, WILLIAM HENRY, Doncaster, Draper Sheffield Pet Dec 31 Ord Feb 17

RIMMER, JAMES, Farington, Lancs, Grocer Preston Pet Feb 16 Ord Feb 16

SNOOK, HARRY, Southsea, Costumier Portsmouth Pet Feb 14 Ord Feb 14

STARK, FRANK EDWIN, Cambridge, Licensed Victualler Cambridge Pet Feb 17 Ord Feb 17

TALLENTS, HENRY, Retford, Notts, Plumber Lincoln Pet Feb 16 Ord Feb 16

TULLEY, CHARLES THOMAS, Clent, Worcs, Butcher Stourbridge Pet Jan 30 Ord Feb 17

WARREN, FREDERICK, Rochford, Essex, Butcher Chelmsford Pet Feb 16 Ord Feb 17

YOUNG, WALTER, Bury, Insurance Superintendent Bolton Pet Feb 17 Ord Feb 18

London Gazette—TUESDAY, Feb. 24.

RECEIVING ORDERS.

ANDRADE, BENJAMIN DA COSTA, Somerleyton rd, Brixton, Commercial Clerk High Court Pet Feb 19 Ord Feb 19

ASHBURY, CHARLES, Aston juxta Birmingham, Lamp Manufacturer Birmingham Pet Feb 20 Ord Feb 20

BARTON, EDWARD, Armley, Leeds, Farmer Leeds Pet Feb 16 Ord Feb 16

BLAY, FREDERICK ARCHIBALD, Holyport, Berks, Farmer Windsor Pet Feb 20 Ord Feb 20

BOYDE, GEORGE MARTIN, Reading, Wheelwright Reading Pet Feb 20 Ord Feb 20

CARTER, GEORGE, Pentonville rd, Islington, Licensed Victualler High Court Pet Feb 19 Ord Feb 16

CUNNINGHAME, ALEXANDER, Pelham cresent, South Kensington, Gent High Court Pet Jan 26 Ord Jan 28

EMETT, GEORGE HENRY HAWKINS, Saville Town, Thornhill, Yorks, Engineer Dewsbury Pet Feb 19 Ord Feb 19

EVANS, SAMUEL, Carmarthen, Grocer Carmarthen Pet Feb 18 Ord Feb 18

FEARN, FRANCIS, Brassington, Derbyshire, Innkeeper Derby Pet Feb 21 Ord Feb 21

FRANKLIN, SIDNEY HIDE, Kinghorn st, Clothfair, Eating House Keeper High Court Pet Feb 20 Ord Feb 20

GERRARD, ARTHUR, Liverpool rd, Builder High Court Pet Feb 9 Ord Feb 20

GRIFFIN, WILLIAM, Torquay, Hotel Proprietor Exeter Pet Feb 19 Ord Feb 19
HALL, ALFRED, Swansea, Wine Merchant Swansea Pet Feb 20 Ord Feb 20
HEWITT, WILLIAM, Balls Pond rd, Islington, Cycle Manufacturer High Court Pet Feb 19 Ord Feb 19
HOLMES, JAMES, Bolton, Lincs, Farmer Sheffield Pet Feb 20 Ord Feb 20
HOLMES, WALTER, Norwich, Shoemaker Norwich Pet Feb 20 Ord Feb 20
KITSON, JOHN, Camden st, Camden Town, late Auctioneer High Court Pet Feb 21 Ord Feb 21
LABAUREN, JOHN, Cockermouth, Cumbs, Hosier, Cockermouth Pet Feb 19 Ord Feb 19
LAWRENCE, JOHN WYNN, Vassal rd, Brixton, Painter High Court Pet Feb 19 Ord Feb 19
MALE, ROBERT, GEORGE WILLIAM JENKINSON, and WILLIAM HENRY MALE, Liverpool, Paint Manufacturers Liverpool Pet Feb 21 Ord Feb 21
MCCORMICK, JOSEPH, Tyldesley, Lancs, Plumber Bolton Pet Feb 21 Ord Feb 21
PALMER, WILLIAM, Bruton, Somerset, Surveyor Yeovil Pet Feb 11 Ord Feb 21
PASCALL, THOMAS GEORGE, South Norwood, Surrey Croydon Pet Jan 29 Ord Feb 19
RASELL, FREDERICK, Chichester, Builder Brighton Pet Feb 19 Ord Feb 19
SAINT AUBYN, ARISTIDE FRANCIS, Colchester, Professor of Languages Colchester Pet Feb 21 Ord Feb 21
SHARP, FREDERICK GEORGE, Selsey, Sussex, Farmer Brighton Pet Jan 26 Ord Feb 9
TATE, HENRY, Brigg, Lincs, Temperance Hotel Keeper Gt Grimsby Pet Feb 20 Ord Feb 20
TEMPLE, WILLIAM GEORGE, Denmark hill, Licensed Victualler High Court Pet Feb 20 Ord Feb 20
THOMAS, WILLIAM, Hollingsworth st, St James rd, Holloway, Cowkeeper High Court Pet Feb 20 Ord Feb 20
WALKLATE, JOHN THOMAS, Bristol, Homœopathic Chemist Bristol Pet Feb 19 Ord Feb 19
WARD, SAMUEL, Rue Royale, Paris, Tea Dealer High Court Pet Dec 29 Ord Feb 19
WHITE, JAMES, Nottingham, Butcher Nottingham Pet Feb 19 Ord Feb 19
WILLIAMS, C R, Lupus st, Pimlico, Gent High Court Pet Nov 19 Ord Feb 19
WILSON, JOSEPH PHILIP, and EDWIN WILSON, Bradford, Builders Bradford Pet Feb 18 Ord Feb 18
WINNALL, LESLIE WATT, and WILLIAM HOWARD WINNALL, Bromley st, Stepney, Electrical Engineers High Court Pet Feb 19 Ord Feb 19

FIRST MEETINGS.

BARTON, EDWARD, Armley, Leeds, Farmer March 4 at 12 Off Rec, 22, Park row, Leeds
BERSON, BENJAMIN, Gt Grimsby, Fisherman March 4 at 2 Off Rec, 3, Haven st, Gt Grimsby
BROWN, WILLIAM, Sermon lane, Liverpool rd, Farrier March 6 at 12 33, Carey st, Lincoln's inn fields
BUDD, ALFRED WILLIAM, Arford Headley, Southampton, Baker March 5 at 12.30 24, Railway approach, London Bridge
COCHRAN, JAMES, Liverpool, Grocer March 13 at 2 Off Rec, 35, Victoria st, Liverpool
CUNNINGHAME, ALEXANDER, Pelham cresnt, South Kensington, Gent March 9 at 12 33, Carey st, Lincoln's inn fields
DAVIS, EDWIN, Rock, nr Bewdley, Worcs, Farmer March 3 at 2.15 A S Thursfield, Solicitor, Kidderminster
EARNSHAW, HENRY, Stockton on Tees, Slag Crusher March 4 at 3 Off Rec, 8, Albert rd, Middlesborough
EDWARDS, CATHERINE, and OWEN EDWARDS, Spitalfields, Cowkeepers March 6 at 2.30 33, Carey st, Lincoln's inn fields
EVANS, HENRY, Lichfield, Butcher March 4 at 11.30 Off Rec, Walsall
EVANS, SAMUEL, Carmarthen, Grocer March 5 at 11 Off Rec, 11 Quay st, Carmarthen
FIELDING, SAMUEL WORTON, Birmingham, Builder March 5 at 11 25, Colmore row, Birmingham
FINN, FREDERICK, Littlehampton, Sussex, Timber Merchant March 4 at 2.30 Senior Off Rec, 24, Railway app, London bridge
GRAY, ANDREW INGLIS, Chingford, Essex, Builder March 3 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
HARRY, WILLIAM DYER, Lower rd, Deptford, Linoleum Floor Cloth Manufacturer March 5 at 11.30 24, Railway app, London Bridge
HEWES, EDWARD THOMAS, Park hall rd, East Finchley, Manager to Corn Merchants March 6 at 1 33, Carey st, Lincoln's inn fields
HOBSON, A. R., Queen's rd, Ilford March 4 at 2.30 33, Carey st, Lincoln's inn fields
JOHNSON, ISAAC, Barrow in Furness, Milk Dealer March 6 at 11 Off Rec, 16, Cornwallis st, Barrow in Furness
LITTLEWOOD, HENRY, Dudley, Milliner March 3 at 11.30 Off Rec, Dudley
LEWIS, JOHN, Fishguard, Pembs, Retired Petty Officer R N March 6 at 2.30 Pier Hotel, Pembroke Dock
MARSTON, DAVID DUNTON, Willenhall, Staffs, Bolt Manufacturer March 10 at 12 Off Rec, Wolverhampton
METCALFE, JOHN, Leeds, Insurance Agent March 4 at 11 Off Rec, 22, Park row, Leeds
MULLIS, WILLIAM HENRY, Erdington, Warwickshire, Oil Dealer March 6 at 11 25, Colmore row, Birmingham
NOBLE, CHARLES EDWIN, New Barnet, Herts, Builder March 5 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
NUTHALL, WILLIAM FROST, Chapo rd, Notting hill, retired General in Indian Army March 4 at 1 33, Carey st, Lincoln's inn fields
PETTIT, JAMES, Newbury, Berks, Licensed Victualler March 4 at 2 Few & Drewcatt, Market pl, Newbury
PINDAR, WALTER, Gt Grimsby, Timber Merchant March 6 at 11 Off Rec, 3, Haven st, Gt Grimsby
PLUMBLY, HARRY, Philpot lane, Stationer March 5 at 12 33, Carey st, Lincoln's inn fields
ROBINSON, WARDLE, Bartley Green, nr Quinton, Worcs, Builder March 5 at 12 25, Colmore row, Birmingham
SANDERS, JAMES, Grange rd, Bermondsey, Baker March 4 at 11 33, Carey st, Lincoln's inn fields
SMITH, JOHN, Sowerby Bridge, Yorks, Woollen Manufacturer March 4 at 11 Off Rec, 13, Crossley st, Halifax
WALKER, JOSEPH, South Stockton, Grocer March 4 at 3 Off Rec, 8, Albert rd, Middlesborough
WALLER, CHARLES EDE, Luton, Beds, Commission Agent March 3 at 11 Court house, Luton
WHARTON, CHARLES HENRY MARRIOTT, Manchester, Barrister at law March 10 at 3 Off Rec, Ogden's chmbrs, Bridge st, Manchester
WHITEING, GEORGE LAWRENCE, Gt Grimsby, Timber Merchant March 6 at 12 Off Rec, 3, Haven st, Gt Grimsby
WILD, WILLIAM, Oxford, Sewing Machine Dealer March 3 at 11.30 1, St Aldate's, Oxford
WILLMER, FREDERICK HENRY, Brighton, Provision Dealer March 5 at 12 Off Rec, 4, Pavilion bldgs, Brighton
WOOD, WILLIAM JONATHAN, Sewstern, Leics, Blacksmith March 4 at 12.30 Off Rec, 34, Friar lane, Leicester

ADJUDICATIONS.

ANDRADE, BENJAMIN DA COSTA, Somerleyton rd, Brixton, Commercial Clerk High Court Pet Feb 19 Ord Feb 19
ASBURY, CHARLES, Aston juxta Birmingham, Lamp Manufacturer Birmingham Pet Feb 20 Ord Feb 21
ASHLEY, EDWIN JOHN, Tewkesbury, Carpenter Cheltenham Pet Feb 13 Ord Feb 20
BARTON, EDWARD, Armley, Leeds, Farmer Leeds Pet Feb 16 Ord Feb 16
BASHAM, ALFRED WILLIAM, Curtain rd, Shoreditch, Wood Merchant High Court Pet Jan 26 Ord Feb 21
BLAY, FREDERICK ARCHIBALD, Holyport, Berks, Farmer Windsor Pet Feb 20 Ord Feb 20
CHECKSFIELD, AGNES, Ashford, Kent, Milliner Canterbury Pet Feb 12 Ord Feb 20
CHICHESTER, JOHN CHICHESTER BURNARD, Southampton, Clerk in Holy Order Southampton Pet Jan 19 Ord Feb 18
COCHRAN, JAMES, Liverpool, Grocer Liverpool Pet Feb 13 Ord Feb 20
CUNINGHAME, ALEXANDER, Pelham cresent, South Kensington, Gent High Court Pet Jan 26 Ord Jan 28
DOLAN, THOMAS, Woodhouse rd, Leytonstone, Stevedore High Court Pet Jan 30 Ord Feb 20
DOVE, LIONEL, Chadwell Heath, Essex, Engineer High Court Pet Jan 23 Ord Feb 20
EVANS, SAMUEL, Carmarthen, Grocer Carmarthen Pet Feb 17 Ord Feb 18
FEARN, FRANCIS, Brassington, Derbyshire, Innkeeper Derby Pet Feb 21 Ord Feb 21
GIBSON, FRANCIS, Sydenham Damerel, Devon, Farmer East Stonehouse Pet Feb 5 Pet Feb 20
HEWITT, WILLIAM, Ball's Pond rd, Islington, Cycle Manufacturer High Court Pet Feb 19 Ord Feb 19
HIEBER, JACOB, Devonshire sq, Leather Merchant High Court Pet Aug 23 Ord Feb 20
HOLMES, WALTER, Norwich, Shoemaker Norwich Pet Feb 20 Ord Feb 20
HOWARD, WALTER, Rugby, Theatre Proprietor Coventry Pet Jan 23 Ord Feb 21
JENKINS, LEWIS, Hafod, Glam, Licensed Victualler Pontypridd Pet Feb 17 Ord Feb 19
LABAUREN, JOHN, Cockermouth, Cumberland, Hosier Cockermouth Pet Feb 19 Ord Feb 19
LAWRENCE, JOHN WYNN, Vassal rd, Brixton, Painter High Court Pet Feb 19 Ord Feb 19
LOCH, JAMES S, Cross st, Finsbury, Merchant High Court Pet Jan 10 Ord Feb 20
MARSTON, DAVID DUNTON, Willenhall, Staffs, Bolt Manufacturer Wolverhampton Pet Feb 2 Ord Feb 20
MAUGHAM, JOHN HALBERT, Lombard st High Court Pet Nov 27 Ord Feb 21
PETTIT, JAMES, Newbury, Berks, Licensed Victualler Newbury Pet Feb 13 Ord Feb 18
PLAISTED, HARRY, Havant, Hants, Hotel Proprietor Portsmouth Pet Jan 16 Ord Feb 12
PRIOR, SILAS, Wolverhampton, Rope Manufacturer Wolverhampton Pet Feb 18 Ord Feb 20
PRITCHARD, RICHARD, Lozells, Aston juxta Birmingham, Builder Birmingham Pet Feb 12 Ord Feb 19
RASELL, FREDERICK, Chichester, Builder Brighton Pet Feb 16 Ord Feb 19
SAINT-AUBYN, ARISTIDE FRANCIS, Colchester, Professor of Languages Colchester Pet Feb 21 Ord Feb 21
SHARP, FREDERICK GEORGE, Selsey, Sussex, Farmer Brighton Pet Jan 26 Ord Feb 21
SWAIN, GEORGE, Brighton, Baker Brighton Pet Jan 31 Ord Feb 20
TATE, HENRY, Brigg, Lincs, Temperance Hotel Keeper Gt Keeper Pet Feb 20 Ord Feb 20
THOMAS, WILLIAM, Hollingsworth st, St James's rd, Holloway, Cowkeeper High Court Pet Feb 20 Ord Feb 20
WALKLATE, JOHN THOMAS, Bristol, Homœopathic Chemist Bristol Pet Feb 19 Ord Feb 19
WHITE, JAMES, Nottingham, Butcher Nottingham Pet Feb 19 Ord Feb 19
WILLMER, FREDERICK HENRY, Brighton, Provision Dealer Brighton Pet Feb 11 Ord Feb 17

The following amended notice is substituted for that published in the London Gazette of Feb. 3.

FARRANT, WILLIAM THOMAS, Ewell, Surrey, Draper Croydon Pet Dec 29 Ord Feb 7

SALES OF ENSUING WEEK.

March 6.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, E.C., at 2 o'clock, Reversions, Life Interests, Shares, and Profit Rentals (see advertisement, this week, p. 4).
March 4.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Investments (see advertisement, this week, p. 4).
March 5.—Messrs. E. E. CROUCHER & Co., at the White Swan, Wood-street, Walthamstow, at 7 p.m., Freehold Building Land (see advertisement, Feb. 21, p. 286).
March 6.—Messrs. G. A. WILKINSON & SON, at the Mart, E.C., at 2 o'clock, South Metropolitan Gas Company's Stock (see advertisement, Feb. 21, p. 286).

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

The Subscription to the SOLICITORS' JOURNAL *is —Town, 26s.; Country, 28s.; with the* WEEKLY REPORTER, 52*s. Payment in advance include Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth, 2s. 6d., half law calf, 5s. 6d.*

LAW.—Wanted in March, by a Firm of Solicitors, in a small Country Town in the North Midlands, a thoroughly experienced Managing Magisterial and Poor Law CLERK (unadmitted), competent to take charge without supervision of the work of the Clerk to the Justices for a Division containing 16 townships, 19,804 population (census 1881), and of the Clerk to the Guardians of a Union containing 17 townships, and 19,484 population (last census); also of the Clerk to a small School Board. None but experienced clerks, whose antecedents will bear the strictest investigation, need apply. An assistant Clerk is provided.—Apply, stating age, experience, salary required, references, and full particulars, to B. B. O., Messrs. Shaw & Sons, Fetter-lane, E.C.

WANTED by Solicitor (aged 27), Managing Clerkship with view to Partnership; admitted 1887.—Address, P. T. A., "Solicitors' Journal" Office, 27, Chancery-lane, W.C.

A FIRM of LONDON SOLICITORS are prepared to Finance Solicitors in need of Business Capital on fair terms.—Apply, by letter, in confidence, to L. L. B., care of J. W. Vickers, 5, Nicholas-lane, E.C.

A SOLICITOR (recently Admitted) seeks to obtain a Conveyancing or General Clerkship. He is the son of a barrister and was educated at a public grammar school. He is prepared to devote the utmost energy to the interests of his employers.—Address, V. O., 54, New Oxford-street.

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MONEY.— Householders or Lodgers desirous of obtaining immediate Advances upon their Furniture or other negotiable security are invited to call at the offices of the CONSOLIDATED COMPANY, 43, Great Tower-street, E.C., and arrange; Bills of Sale and Executions paid out; no fees; the full sum advanced without deduction; an old-established and genuine firm.—Address, MANAGER.

MORTGAGE.—The Advertiser is open to accept £9,000 for three years, at 7 per cent., on mortgage of a property, real estate and harbour frontages, in India; further particulars on application.—Address, Z., 630, Messrs. Deacons', Leadenhall-street.

INVESTMENT, to pay £5 per cent., in high-class FREEHOLD SHOP PROPERTY, in the W.C. district (close to Holborn), let on lease at low improving rents, offering an excellent investment; price £4,000; also Two other Freehold Shops, at Kensington, let on lease to old tenants at rising rents, to be sold to pay £5 per cent; price £1,800 each.—H. OXLEY, Solicitor, 36, Gray's-inn-road, W.C.

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STIMSON'S LIST of PROPERTIES for SALE for the present month contains 2,000 investments and can be had free, or by post for 1 stamp. Particulars inserted without charge. It is the recognized medium for selling or purchasing property by private contract.—Mr. STIMSON, Auctioneer, 2, New Kent-road, S.E.

MR. B. A. REEVES, LAND AGENT and SURVEYOR, LONSDALE CHAMBERS, 27, CHANCERY-LANE, is prepared to conduct Sales of Freehold and Leasehold Properties by Auction on Moderate terms. The Management of Property and Collection of Rents undertaken.

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ADELPHI TERRACE.—To be LET, as Offices, Chambers, or Residential Flat, the Second and Third Floors of No. 8, Adelphi-terrace, Strand, overlooking the gardens of Thames-embankment; a delightful situation, central and retired; rent £300 per annum, including rates and taxes; or separately £115 and £95. Also Two light Offices in front basement; rent £50.—Apply on ground floor to A. H. GODFREE & Co., 8, Adelphi-terrace, Strand.

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CAPE COLONY, TRANSVAAL, NATAL.—Solicitor acquainted with Cape Law proceeding to the above in March and returning in June can execute any legal or financial business; security given; references.—Address, SOLICITOR, 1, Lincoln's-inn-fields, W.C.

MR. INDERMAUR (assisted by Mr. THWAITES) continues to Read with Students at his Chambers, 22, *Chancery-lane, London*. Particulars, personally or by letter; see also dates of classes, &c., in each month's "Law Students' Journal." Classes for each Solicitors' Final and Intermediate and Bar Final Examinations, and Pupils also received for Private and Postal Preparation.

NOTE.—*Students reading with Mr. Indermaur have the use of a Set of Rooms at his Chambers for study during the day and the use of his Library there without extra fee. See further particulars in "Law Students' Journal," also past results. Mr. Indermaur has now prepared* 11 *winners of the* 1*st prize at the Solicitors' Final.*

CLASSES for FINAL and HONOURS EXAMINATION are taken personally for two hours each day by

MR. GEO. F. HUGGINS (First in First Class Honours, Easter, 1880, and Winner of the Clement's-inn Prize, and Birmingham Gold Medal). Also Postal Preparation.—For particulars, terms, &c., apply, 80, Chancery-lane, W.C.

RESULTS.—In January last 17 *out of* 19 *pupils sent up passed and* 3 *obtained Honours. During the last eight years* 825 *out of* 900 *pupils sent up have passed, and a large percentage have obtained Honours. All prizes awarded in connection with the Final have from time to time been won by his pupils, including the Clement's and Clifford's-inn and Reardon Prizes, Broderip Gold Medal, &c.*

MR. J. HARPER SCAIFE (LL.B., Lond., Law Lecturer at King's College, Joint-Editor of "The Jurist") and

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FACTS HUNTED UP; Registers Searched; Wills Found; Pedigrees Traced; in British Museum, Record Office, and Local Registries. Books and Papers Copied and Translated in any Language from Manuscript or Type.—PEACOCK & PEACOCK, Antiquarian Genealogists, 1, Doughty-street, W.C.

RESIDENT PATIENTS.—A List of Medical Men in all parts willing to receive into their homes Resident Patients, together with a full description of the accommodation offered, terms, &c., can be had without charge from Mr. G. B. STOCKER, 8, Lancaster-place, Strand, W.C.

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REVERSIONS.

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C. B. CLABON, Secretary.

LEGAL AND GENERAL LIFE ASSURANCE OFFICE,
No. 10, FLEET-STREET, LONDON, E.C.
28th February, 1891.

Notice is Hereby given that the ANNUAL GENERAL MEETING of the SOCIETY will be held at this OFFICE on TUESDAY, the 17th MARCH NEXT, at TWO o'clock.

At such Meeting Six Vacancies in the Direction, then to be created by the retirement in rotation of Wm. Brooks, Esq., Sir Jas. Parker Deane, Q.C., D.C.L., William Thos. Carlisle, Esq., James Dickinson, Esq., Q.C., Edmund Henry Ellis, Esq., and Richard Pennington, Esq., will be filled up.

Two Vacancies in the Office of Auditor, caused by the retirement in rotation of James Curtis Lemon, Esq., and Edward Henry Busk, Esq., will also be filled up at such Meeting.

Written Notice of the intention of any person to become, or to propose, a Candidate for the Office of Director or Auditor, must be left at the Office of the Society at least ten days before the holding of the Meeting.

The Directors and Auditors retiring in rotation are eligible for immediate re-election, and offer themselves accordingly.

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